

UNOFFICIAL COPY

MAIL TO

Prepared by and return to:
Northern Trust Bank/Woodfield
1501 Woodfield Rd.
Schaumburg, Illinois 60173
Attn: Julie Williams

(2) 276577

67638392

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ...November 23.....
19...87.... The mortgagor is ...Frank J. Chambers and Dawn A. Chambers, Husband and Wife.....
("Borrower"). This Security Instrument is given to.....
Northern Trust Bank/Woodfield..... which is organized and existing
under the laws of ...Illinois.....
1501 Woodfield Rd., Schaumburg, Illinois 60173..... and whose address is ("Lender").
Borrower owes Lender the principal sum of Ninety Five thousand and no/100.....
Dollars (U.S. \$ 95,000.00.....). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on ..December 1, 2017..... This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in Cook..... County, Illinois:

Lot 11 in Block 15 in Winston Knolls Unit 3, being a subdivision of parts of
Section 19, 20, and 29 and 30, Township 42 North, Range 10, East of the Third
Principal Meridian, in Cook County, Illinois, according to the Plat thereof
recorded in the Recorder's Office of Cook County, Illinois on January 23, 1970 as
Document 21,065,060.

Permanent Index Number: 02-30-207-005

13C0
.62

-87-638392

DEPT-01 RECORDING \$14.25
TM4444 TRAN 1102 11/02/87 10:00:00
HS691 # ID 2-47-67-638392
COOK COUNTY RECORDER

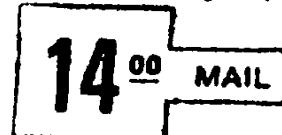
which has the address of ...3940 N. Firestone Dr.,....., Hoffman Estates.....,
(Street) (City)
Illinois 60195 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT



Form 3014 12/83
44713 BAF SYSTEMS AND FORMS
CHICAGO, IL

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NOTARY PUBLIC

State of Illinois
County of Cook

Digitized by srujanika@gmail.com

Frank J. Chamberlain
FRANK J. CHAMBERLAIN
Borrower.....
(Seal).....
John A. Chamberlain
JOHN A. CHAMBERLAIN
Borrower.....
(Seal).....

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [Specify]

23. **Refers to this Security Instrument.** If one or more debtors are executed by Borrower and recorded together with this Security Instrument, the co-contractants and agreeements of each such debtor shall be incorporated into and shall amend and supplement the co-contractants and agreeements of this Security Instrument as if the debtor(s) were a part of this Security Instrument.

21. Release. Upon payment in full of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

before the date specified in the notice. Lender demand that option may require immediate payment in full or all sums secured by this Security Interest without notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of suit or evidence.

and secured by this Security Instrument, before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument and the right to repossess after acceleration if the debt remains unpaid or if the debt is otherwise not paid in full.

19. ACCORDING TO THE NON-UNIFORM COVENANTS BORROWERS ARE REQUIRED TO PROVIDE CERTAIN INFORMATION AND SIGNIFICANTLY LIMIT THEIR ABILITY TO ACCRUE ADDITIONAL DEBT. The notice shall specify: (a) the details of the section required to cure the specific law provided elsewhere; (b) the date by which the section must be cured; and (c) the date by which the section must be cured.

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UNIFORM COVENANTS, Mortgagor and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower ~~accrued by this~~ Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for reinstatement; or (b) before sale of the Property pursuant to any power of sale contained in this Security Instrument or before sale of this Security Instrument to any holder of a security interest in this Security Instrument for reinstatement; or (c) 90 days (or such other period as applicable law may specify) for reinstatement; or (d) 90 days (or such other period as applicable law may specify) for reforeclosure, if this Security Instrument is discontinued as provided above.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower. (I) All or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) to another person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums received by this Security Instrument; however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

15. **Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held to be contrary to applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which do not conflict with applicable law.

16. **Borrower's Copy.** Borrower shall be given one copy of this Note and of this Security Instrument.

in this perspective, it is important to note that the term "culture" refers to the shared values, beliefs, and practices of a group of people.

mailing by first class mail unless otherwise specified by law requires use of another method. The notice shall be directed to the appropriate address or any other address Borower designates by notice to Lender. Any notice given by Borower shall be deemed received by Lender when delivered to Lender at its address set forth above. Any notice given by first class mail to Lender's Secretary of State or any other address Borower designates by notice to Lender. Any notice given by first class mail to have been delivered shall be deemed received when delivered to Lender. Any notice given by first class mail to have been delivered shall be deemed received when delivered to Lender. Any notice given by first class mail to have been delivered shall be deemed received when delivered to Lender.

14. Notices. Any notice to Bottower provided for in this Security Instrument shall be given by delivery or by

13. **Lender's Right.** If contractor or applicant without sufficient funds to pay him in full, Lender shall take all steps specified in the second paragraph of this option, Lender shall exercise his rights under paragraph 19. If Lender exercises this option, Lender may require payment in full of all sums secured by this Security instrument and invoke any remedy permitted by paragraph 19.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to him.

11. **Succesors and Assets**: Joint and Several Liability; Co-Signers. The covenants of this Security instrument shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 7, Borrower's successors and assigns of Lender and Borrower, who covenants this Security instrument shall be joint and several. Any Borrower who covenants this Security instrument but does not execute the Note, is co-signing this Security instrument only to mortgage, grant and convey the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security instrument under the terms of this Security instrument if either of the two Borrower's interests in the Property under the terms of this Security instrument is terminated.

shall not be a waiver of or preclude the exercise of any right or remedy.

Article 1: Under and Borrower acknowledge that any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments received in writing, any application of proceeds to principal or modification of amortization of principal, security interest in the sums secured by this Security interest or otherwise, shall not be entitled to priority over other debts of the Borrower.

the sums secured by this Security Instrument, whether or not they are otherwise collectible and apply the proceeds to restore or repair of the property or to extend the date of payment of the note.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offer is paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the first market value of the Property before the taking. Any balance shall be used among the other obligations of the Property in proportion to the amounts of the sums secured by each obligation.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's written agreement or applicable law.