

Mail to:

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REGENCY SAVINGS BANK
MORTGAGE LENDING DIVISION
1655 N. ARLINGTON HEIGHTS RD.
SUITE 101
ARLINGTON HEIGHTS, ILLINOIS 60004

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 APR -3 AM 11:43

87176813

Box 15

87176813

15⁰⁰

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 1, 1987. The mortgagor is ROBERT E. CRIMMINS and BONNIE S. CRIMMINS, HIS WIFE,

REGENCY SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 24 NORTH WASHINGTON ST., NAPERVILLE, IL 60566 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY THOUSAND AND 00/100

Dollars (\$140,000.00). 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 May 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 64 IN BLOCK 1 IN HIGHLANDS WOODS SUBDIVISION, BEING A SUB-DIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. No. 02-29-405-064

HAO
Am

87176813

which has the address of 3565 LONDONDERRY COURT, PALATINE, ILLINOIS

Illinois 60067 ("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 seized 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.

FNMA-FHLMC UNIFORM INSTRUMENT

DP-40-10-66

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This instrument was prepared by

JUDITH L KONNEMAN

Notary Public

(Seal)

2-5-1990

My Commission Expires:

Witness my hand and official seal this day of April 19 87

(he, she, they)

THEY executed said instrument for the purposes and uses therein set forth.

(this, her, their)

before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be **THEIR** free and voluntary instrument, I have personally witnessed this instrument, do hereby certify that

ROBERT E. CRIMMINS and BONNIE S. CRIMMINS, HIS WIFE, Notary Public in and for County and State, do hereby certify that

COUNTY OF COOK SS:
STATE OF IL

(Space Below This Line For Acknowledgment)

BONNIE S. CRIMMINS
(Seal)

ROBERT E. CRIMMINS
(Seal)

Rider(s) executed by Borrower and record with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in my

Other(s) (Specify)

Graduate Physician Rider

Planned Unit Development Rider

condominium Rider

Adjustable Rate Rider

2-4 Family Rider

Securities instrument, the convenants and agreements of this Security Instrument as (the rider(s)) were a part of this Security Instrument. [Check applicable box(es)]
23. Riders to this Security Instrument, if one or more riders are executed by Borrower will recordable together with this
agreement, the convenants and agreements of each such rider shall be incorporated into and shall amend and supplement the
Security instrument, the Security instrument and rider(s) shall be recorded together with this Security instrument. [Check applicable box(es)]

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UNIFORM COVENANTS. Borrower 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 household 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 household 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 secured 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, 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 and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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Without changing its structure, software shall pay any remuneration fees.

27. Notwithstanding, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

20. In consideration of my period of redemption being indefinitely suspended, I upon acceptance under the terms of this Property and in my time prior to the same, including, but not limited to, receiver's fees, premium on reverter, bonds and reasonable attorney's fees, and then to the sum

Secularly instruments by judicial procedure. Under all be entitled to collect all expenses incurred in pursuing the remedial measures to which they are entitled to compensation, fees and costs of the defense.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, it shall have the right to have an order of acceleration of this Security instrument dictated at any time prior to the earlier of: (a) 180 days after a period of 180 days from the date of this instrument if no payment is received by the Lender; or (b) entry of a judgment for nonpayment of the principal amount due under this instrument or for reinstatement of the principal amount due under this instrument or for acceleration of the principal amount due under this instrument or for recovery of attorney's fees and costs incurred by the Lender in connection with the collection of the principal amount due under this instrument.

14. **Procedure.** Any notice to Borrower provided for in this security instrument shall be given by first class mail unless otherwise required by law or agreed to under Borrower's signature on this instrument.

12. **Constitutional Challenges.** In the event such loan charges are unconstitutional or otherwise invalid, the parties agree to amend the Note to delete the offending language and to restate the Note in accordance with the requirements of the Constitution of the United States and the Constitution of the State of New York, and to make all other changes necessary to render the Note valid and enforceable under the laws of the State of New York and the laws of the United States.

10. **Borrower Not Released:** Borrower's liability instrument granted by Lender to pay interest or modification of any sum due under this Agreement or any other agreement between the parties shall not be released by Lender or modified by Lender unless Lender is paid in full all amounts due under this Agreement or any other agreement between the parties.

If the Proprietary is damaged by Borrower, or if, after notice by Creditor to Borrower that the condominium agrees to settle a claim for damages, Borrower fails to respond to Creditor or repudiate or repudiate of the Proprietary or to settle a claim for damages, Creditor or its option, either to repossess or to sue for the Proprietary or to the aims secured by this Security instrument, whether or not there is.

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RIDER 7 1 7 6 3 | 3

This Rider is made this 1ST day of APRIL, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **REGENCY SAVINGS BANK, A Federal Savings Bank** (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at _____

3565 LONDONDERRY COURT, PALATINE, IL 60067

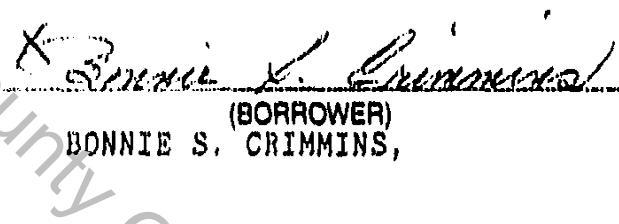
Property Address

- (1) Borrower and Lender agree that notwithstanding anything contained in covenant 21 of the Mortgage, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- (2) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Mortgage, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER, has executed this RIDER.



ROBERT E. CRIMMINS
(BORROWER)



BONNIE S. CRIMMINS
(BORROWER)

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DARK AERIAL BANK is a registered trademark of the Federal Home Loan Bank Board.

the *lateral* and *anterior* surfaces of the body, and the *posterior* surface of the head.

Additional information may be found at <http://www.fcc.gov/encyclopedia/technical-information>. The following table provides a general overview of the FCC's technical regulations for each service.

(In the general you would probably have had a right and opposite. Mr. M. has taken a right and opposite)

BRIGHTON & HOVE CITY COUNCIL 01273 462200 01273 462201

(13W11E00)

(BENWOEHOB)