

# UNOFFICIAL COPY

87354598

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## MORTGAGE

HMS #060507-1  
COM#0290015537

THIS MORTGAGE ("Security Instrument") is given on JUNE 18, 1987. The mortgagor is THOMAS A. CERWIN AND LUCILLE E. CERWIN, HIS WIFE ("Borrower"). This Security Instrument is given to HOUSEHOLD BANK, f.s.b., a Federal Savings Bank, which is organized and existing under the laws of the United States of America, and whose address is 255 EAST LAKE STREET, BLOOMINGDALE, IL 60108 ("Lender"). Borrower owes Lender the principal sum of SEVENTY-FIVE THOUSAND AND 0/100 THS----- Dollars (U.S. \$ 75000.00). 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 JULY 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 321 IN NORTHGATE UNIT NO. 3, BEING A SUBDIVISION OF THE EAST  $\frac{1}{4}$  OF SECTION 8, AND THE WEST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1969 AS DOCUMENT 20921803, IN COOK COUNTY, ILLINOIS.

P.P. #, 03-08-209-020

73A0  
Lm

DEPT-01 RECORDING \$14.30  
T#0222 TRAN 1670 06/29/87 14:38:00  
#5581 # B \*-87-354598  
COOK COUNTY RECORDER



which has the address of 3209 N. VOLZ DRIVE EAST ARLINGTON HEIGHTS  
(Street) (City)  
Illinois 60004 ("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.

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My Commission expires: 1-24-92	255 EAST LAKESIDE STREET BLOOMINGDALE, IL 60108
JULIE GOVAKER <i>W.H./JG</i>	This instrument was prepared by:
NOTARY PUBLIC State of Illinois No. C-500101-S-275 Title: Notary Public Signature: Julie Govaker	HOUSEHOLD BANK, F.S.B. 255 EAST LAKESIDE STREET

*Kathy Tach*

OFFICIAL SEAL

Given under my hand and official seal, this 18TH day of JUNE 1987.

set forth.

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

, personally known to me to be the same person(s) whose name(s) are

do hereby certify that **THOMAS A. CERWIN AND LOUCILLE E. CERWIN, HIS WIFE**, a Notary Public in and for said county and state,

1. THE UNDERSIGNED

STATE OF ILLINOIS.

County ss.

Cook

--Borrower  
(Seal)

--Borrower  
(Seal)

--Borrower  
(Seal)

--Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

Instrument and in any rider(s) executed by Borrower and recorded with it.

22. Waiver of Homestead. Borrower waives all right of homestead excepted elsewhere.

23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, they shall be part of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

25. Agreement to Assignments. Any rents collected by Lender of the property and to collect the rents of the property included in those past due, take possession of and manage the property and to collect the rents of

the property in accordance with the notice given to Borrower, by agent or by judgment prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judiciale

26. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judiciale

27. Acceleration. Lender shall give notice to Borrower by which the defaulter must be cured unless provided otherwise.

28. Breach of Any Covenant. Lender shall give further covenant and agree as follows:

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

Instrument (Check applicable boxes(es))  
Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

29. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, they shall be part of this Security Instrument as if the rider(s) were a part of this Security

30. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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32. Acceleration. Lender shall give notice to Borrower by which the defaulter must be cured unless provided otherwise.

33. Breach of Any Covenant. Lender shall give further covenant and agree as follows:

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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 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 amount 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.

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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 his agent may make reasonable entries upon and inspect any premises 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 of claim for damages, direct or consequential in connection with any condemnation of other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums set aside by this Security Instrument, whether or not due.

10. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment of principal or interest by this Security Instrument shall not be deemed to be a waiver of any right to remedy by the original Borrower shall not be entitled to release by this Security Instrument by Lender in exercise of any demand made payable otherwise modify its prioritization of the sums secured by this Security Instrument by reason of any demand for payment of any other debts or expenses of the Borrower or Borrower's successor in interest.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be held by successors and assigns of Lender and Borrower who co-signs this Security Instrument but does not execute the Note; (a) any such loan called from Borrower which exceeds the permitted limit will be repaid to Borrower; (b) is not personally obligable to pay under the Note or by partial prepayment without any marking a direct payment to Borrower; (c) agrees that Lender and any other Borrower may invoke any provision of this Note or this Security Instrument under the terms, Lender has the effect of paragraph 17.

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 of other loan charges collected or to be collected in charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in charges, may exceed the permitted limit, then (a) any such loan charged shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charged shall be reduced by the amount necessary to reduce the loan charged to the permitted limit.

13. Legislative Action Affecting Lenders' Rights. If enactment of any statute or regulation of this Note or by partial prepayment without any marking a direct payment to Borrower, the reduction will be treated as a partial reduction by immediate payment to Borrower; (a) any such loan charged shall be reduced by reducing the principal owed under the Note or by marking a direct payment to Borrower; (b) is not personally obligable to pay under the Note or by marking a direct payment to Borrower; (c) agrees that Lender and any other Borrower may invoke any provision of this Note or this Security Instrument under the terms, Lender has the effect of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to Borrower's mail address unless applicable law requires use of another method. The notice shall be directed to the first class mail to Lender's address or any other address Borrower designates by notice to Lender. Any notice by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the first class mail to Lender's address or any other address Borrower designates by notice to Lender. Any notice by delivery in writing to Borrower, Lender shall be given by delivery in writing to Borrower's office or residence or to Borrower's place of business or to Borrower's address as given in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by the laws of the state or country in which the Property is located. In the event that any provision of this Security Instrument or the Note contains a provision which purports to affect the provisions of this Security Instrument and the law of the state or country in which the Property is located, the provision of the Note shall be ineffective to the extent that it purports to affect the provisions of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument. Note can be given effect within the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note.

17. Transfer of the Property or Beneficial Interest. If 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 and Borrower is not a natural 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, but not before the date the Note is paid in full.

18. Borrower's Right to Remedy. If Borrower fails to pay these sums within which Borrower must pay all sums secured by this Security Instrument, Lender shall have the right to have remedies provided by this Security Instrument without notice of demand on Borrower.

If Lender 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, Lender shall give notice of the expiration of this period. Lender may invoke any federal law as of the date of this Security Instrument.

19. Borrower's Right to Acceleration. If Borrower fails to pay these sums prior to the expiration of this period, (a) 5 days (or such longer period as specified in the Note) before the period as applicable law may provide a period of no 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, Lender shall give notice of the expiration of this period. Lender may invoke any federal law as of the date of this Security Instrument.

Borrower, this Security Interest and the obligation hereby created by this Security Interest shall remain valid notwithstanding any transfer of title to the Property, Lender's rights as to the Property shall continue unchanged. Upon remittance of all sums secured by this Security Interest, Lender's rights in the Property shall be terminated.

20. Miscellaneous. Lender may exercise any right or power granted by this Note or this Security Instrument in accordance with the provisions of this Note or this Security Instrument, except as otherwise provided in this Note or this Security Instrument.