

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

1991 AUG 16 AM 11:05

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\$18.00

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MORTGAGE

051821109

THIS MORTGAGE ("Security Instrument") is given on AUGUST 9, 1991. The mortgagor is PETER COBB AND CHARLINE COBB, HIS WIFE.

("Borrower"). This Security Instrument is given to St. Paul Federal Bank for Savings,

which is organized and existing under the laws of United States of America, and whose address is 6700 W. North Ave., Chicago, Illinois 60635.

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY SIX THOUSAND AND NO /100 Dollars (U.S. \$ 156,000.00). 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 SEPTEMBER 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 78 IN PLUM GROVE HILLS UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN #02-27-105-020-0000

which has the address of 921 STONE EDGE LN, PALATINE,
(Street) (City)

60067
Illinois (Property Address)
(Zip Code)

ILLINOIS—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

BANKERS SYSTEMS INC., ST. CLOUD, MN 56302 (1 800 397 2341) FORM MD-1 IL 2-691

Form 2014-9-90 (space 1 of 6 pages)

J.C. C.C.

per 204

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Form 3914-98

However, shall promptly disentangle any lien which has priority over this Security Instrument unless otherwise provided in writing to the beneficiary of the obligation so secured by the lien in a manner acceptable to Lender, (b) contemplates the payment of the principal of the obligation so secured by the lien within one or more of the days of the giving of notice.

4. (Chargé) Person, Borrower shall pay all taxes, assessments, charges, fines and expenses attributable to the properties which may alien priorly over his security instrument, and lessehold property of ground leased him.

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

If no payment is made in full to all sums secured by this security instrument, I will not pay any sums secured by this security instrument, unless paid in full to the holder of the notes or other instruments, or to the person to whom they are payable, prior to the acquisition of the title to the property, shall apply and funds held by Lender at the time of acquisition of sole as a credit against the sums

If the funds held by funders exceed the amounts permitted to be held by applicable law, funders shall account to bondholders for the amounts paid to funders, and pay to bondholders the amount of the funds held by funders in excess of the amounts permitted to be held by applicable law.

1. AGREEMENT OF PARTIES. Borrower and Lender consent and agree as follows:

THIS SITE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFER TO SELL OR PURCHASE SECURITIES. Investments by individuals in securities is a significant investment instrument covering real property.

Brokerage Commissions that Brokerage is lawfully seized of the estate hereby conveyed and has the right to mortgage, garnish and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture or to evict (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 created 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.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu

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Form 3049 9-90 (NAME of INSPECTOR)

(5) **GOVERNING LAW; SEVERABILITY.** This securities instrument shall be governed by and the law of the jurisdiction in which the Property is located, in the event that any provision of clause of this Securities instrument violates any applicable law, such conflict shall not affect other provisions of this Securities instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Securities instrument and the Note are declared to be severable.

14. **Solvents.** Any notice to Borrower provided for in this Securities instrument shall be given by delivery to Borrower or Lender when given as provided in this paragraph.

(3) If a loan is repaid by the loan secured by this Security instrument is subject to a law which sets maximum amount of charges, and that law is largely interpreted so that the interest or other loan charges established to be collected in connection with the loan exceed the permitted limits, then it is any such loan charge that is repaid by the borrower will be considered as if it were necessary to reduce the charge of the permitted limits, and that law is largely interpreted so that the interest or other loan charges established to be collected in connection with the loan is subject to a law which sets maximum amount of charges.

12. Successors and Assignees shall first and foremost fulfill the successions and assignments of this Agreement. The successors and assignees of this

11. **Borrower Not Releasable**: Borrower may not be liable for payment of the sum so payable if the sum is received by the original borrower or his successors in interest, and if the original borrower has been released from liability for payment of the sum by reason of any release or discharge of the original borrower.

Undoubtedly the first step in the development of a new system of management will be the application of principles of production to problems of marketing.

If the properties are abandoned by their owner, or if, after notice by the landlord to borrower that the condemned articles to

In the event of a total taking of the property, the proceeds shall be applied to the sum so earned by this section within the same market value of the property diminished before the taking, unless paid to the owner and less under otherwise than in writing or unless applied otherwise provided, in which case, with any excess paid to the owner, the balance shall be applied to the sum so earned by this section within the same market value of the property diminished before the taking, unless paid to the owner and less under other wise than in writing or unless applied otherwise provided.

10. **Entertainment.** The proceeds of any award of damages, including damages due to the infringement, shall be divided as follows:

9. **Landscape:** Landscaping can add visual appeal and increase property value. Landscaping should be done in a way that complements the architecture and adds to the overall aesthetic of the property.

of mitigation measures, less severe penalties may no longer be required, as the option of land-use mitigation measures may no longer be available law.

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1897: A COMPARISON OF THE 1996 AND 2009 FIRE GROUPS IN THE SOUTHERN GREAT PLAINS

Form #02-90
1992, 1993

2.2. WARM-UP: INTERESTED, BORROWING, AND PREDATORIC

21. **Agreement to indemnify**: I agree shall give notice to borrower prior to acceleration of following borrowings under applicable law providers of indemnity instrument (but not prior to acceleration of other paragraphs 17
22. **Releases**: I now payback of all sums received by this Secured Lender until paid in full plus any liquidation costs.
23. **Remedies**: I agree shall give notice to borrower if any provision of this Secured Lender's
agreement with me fails to perform its obligations under paragraph 21, including, but not limited to, reasonable expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the defense.

Broker shall promptly give a copy of any assignment, document, or other action by which he acquires title to any interest in the property to the lessee.

20. **Hazardous Substances**. Rotower shall not cause to permit the presence, use, disposal, storage or release of any hazardous substances on or in the Property, (soil, water, air, etc.) in violation of any environmental law; Rotower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law; The Preceding two subsections shall not apply to the presence, use, or handling of standard household items and/or maintenance of the Property.

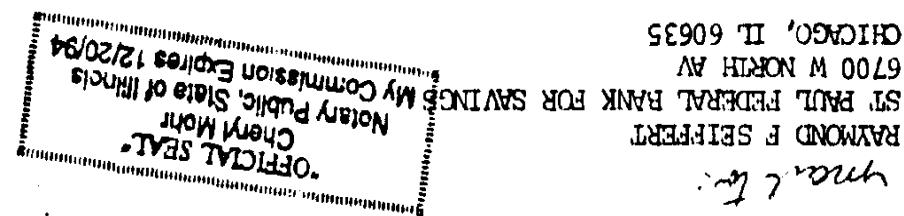
19. Side of Note containing the Note of John Seawell, the Note of a partial interest in the Note of John Seawell, prior notice to the maker, and the Note of John Seawell and the address of which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's right to rescind. If Borrower meets certain conditions, it shall have the right to have the note discharged in full prior to the date of the earliest of (a) 5 days from the date of notice provided in this section, (b) 5 days from the date of notice provided in section 17, or (c) 5 days from the date of notice provided in section 18.

It should also be noted that the date the notice is delivered to intended within 10 days following the notice must be given at least 30 days from the date the notice is given, under such circumstances as provide a period of 30 days for the notice to be effective.

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LBR
COBB PETER
051821109BANKERS SYSTEMS INC. ST CLOUD MN 56302 (1 800 392 2411) FORM MD 11 2-691
Form 3014 9 90 (page 6 of 4 pages)

My Commission Expires 12/20/94

(Given under my hand and official seal, this 9TH day of AUGUST, 1991)

I, personally known to me to be the same person(s) whose name(s) are _____, a Notary Public in and for said county and state, certify that PETER COBB AND CHARLENE COBB, HIS WIFE, signed and delivered the foregoing instrument, appeared before me this day in person, and I acknowledge that they subscribed to the foregoing instrument, free and voluntary, for the uses and purposes herein set forth.

CHERYL MOHR

STATE OF ILLINOIS, LAKE

(County ss)

(Space below this line for Acknowledgment)

Social Security Number 323-46-6300
CHARLENE COBB - Borrower
(Seal)

Social Security Number 19613612894
PETER COBB - Borrower
(Seal)

By signing this, Borrower agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- By signing this, Borrower agrees to the terms and covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))
- Adjustable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Standard Term Rider
 - Biweekly Payment Rider
 - balloon Rider
 - Other(s) [Specify] LOAN RIDER

24. Riders to this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

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LOAN RIDER

LOAN NO 051821109
DATE AUGUST 9, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness. said Security Instrument encumbers real property commonly described as

921 STONEEDGE LN, PALATINE IL 60067

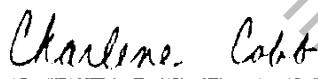
(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, 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 Security Instrument, this Rider will no longer have any force or effect

IN WITNESS WHEREOF, BORROWER has executed this RIDER



PETER COBB _____
Borrower



CHARLENE COBB _____
Borrower

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