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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 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.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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.

Form 3014-990 (page 1 of 6 pages)

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Century 21
RE/MAX

Form 3014 930 (Rev. 1-8-85)

BANKERS SYSTEMS INC., ST. CLOUD, MN 56301 (1-800-397-2351) FORM NO. 1-8-2691

ILLINOIS - Single Family-Farm-Mobile Home MORTGAGE INSTRUMENT

Illinois 60103 (Zip Code) (Property Address):

(City)

(Street)

360 Newport Lane

(City)

(Street)

Barclett

which has the address of

AMENDED DECLARATION. SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH RECORD, IN PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATION WHICH PERCENTAGES TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS AMENDED DECLARATION ARE FILED OF AMENDED DECLARATION AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS ALTERNATED FROM AMENDED FROM TIME TO TIME, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26083807, AS U.S. HOME CORPORATION, A CORPORATION OF DELAWARE, RECORDED IN THE OFFICE OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF COMMONNINUM MADE BY RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH PLANNED UNIT DEVELOPMENT IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, UNIT 8-B-1-2 IN HEARTWOOD FARMS SUBDIVISION, UNIT 1, BEING A

described property located in Chicago, Illinois
Instrument and the Note. For this purpose, Borrower does hereby, in trust and convey to Lender the following security of this Security Instrument and (c) the performance of Borrower's covenants and agreements under this Security modifications of the Note: (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all renewals and by Borrower's note dated the same date as this instrument ("Note"), which provides for monthly installments with the full debt, if not paid earlier, due and payable on September 1, 2021. This Security instrument by Borrower owes Lender the principal sum of Forty-five thousand Dollars and 00/100 ("Lender"), Borrower owes Lender the principal sum of Forty-five thousand Dollars and 00/100 which is organized and existing under the laws of the State of Illinois, and whose address is 704 West Main Street, West Dundee, Illinois 60118.

("Borrower"). This Security instrument is given to Cardinal Savings and Loan Association, which is organized and existing under the laws of the State of Illinois, an unincorporated person moratorium is Jerry E. Petersen, an unincorporated person. The

MORTGAGE

[Space Above This Line for Recording Date]

-91-463276

COOK COUNTY RECORDER
#2825-E * -91 463276
14555 TRAIL 7119 08/28/91 13:14:00
DEPT-01 RECORDING 517-29

91443276

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of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability. Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 a permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

Form 3014 990 (page 4 of 6 pages)

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8. Major stage insurance. If Leader needs money to make the loan secured by his security instrument, Borrower shall pay the premium required to maintain the insurance coverage in effect. If any premium is not paid by Borrower when due, the insurance company will cancel the policy and Leader will be liable for all losses resulting from the cancellation.

Any amounts disbursed by Lender under this paragraph T shall become additional debt of Borrower secured by this Security Instrument unless Borrower and Lender agree to otherwise in writing.

7. Protection of Lennder's Rights in the Property. If Borrower fails to pay in the convanants and agreements contained in this Security Instrument, or there is a legal proceeding that may affect Lennder's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to evict or to take or repossess), Lennder may do and pay for whatever is necessary to protect the value of the Property to prevent it from being taken by any other party.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the non-hybrid payments referred to in paragraphs 1 and 2 of change the amount of the payments. Under paragraph 21 the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Property or the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument pursuant to the definition.

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 economic feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security is not lessened, all the costs of repair shall be secured by this Security instrument, whether or not when due. The 30-day period will begin when the notice is given.

3. Hazard or Property Insurance. Benefits included within the term "extended coverage" and any other hazards, including or excluded on the policy insured against loss by fire, hazards included within the term "extended coverage" now existing or created after the date promulgated by the insurance company and under the event of loss if not made promoty by Borrower.

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Form 3014-990 (Rev. 1-97) (1990)

23. Waiver of Homeopathic. Borrower waives all right of homoeopathic exemption in the Property.

As used in this paragraph 2), "Hazardous substances" are those substances which are found as toxic or hazardous substances by Bureau of Environmental Law and the following standards: general use; restricted; or toxic products, toxic pesticides and herbicides; volatile solvents; materials containing asbestos or formaldehyde; and radioactive materials. As used in this paragraph 2), "Environmental Law" means federal laws and laws of the state in addition where the Property is located that relate to health, safety or environmental protection.

Borrower shall promptly give lender written notice of any increase or decrease of the rate of interest, claim demand, or any other action by
any non-governmental organization involving the Property and any Hazardous Substances or other removal or other remediation of any Hazardous Substances; undertake affecting the Property as necessary.

26. **Hazardous Substances.** Bottomer shall not cause or permit the practice, use, disposal, storage, or release of

19. Sale of Note: Change of Loan Secretar. The Note or a partial interest in the Note (together with this Security instrument) may be sold or mortgaged without prior notice to Borrower. A sale may result in a change in the entity instrumentality which holds the Note. A sale may result in a change in the entity instrumentality which holds the Note.

18. Borrower's Right to Remedy. If Borrower makes certain conditions, Borrower shall have the right to have acceleration of this Security interest if he fails to pay the principal or the earlier of: (a) 5 days for such other period as may be specified by law; (b) 30 days after notice of default; (c) 60 days after notice of default if Borrower fails to pay a sum which would be due under this Security instrument and the Note is if no acceleration had occurred; (d) 60 days after notice of default if Borrower fails to pay all expenses incurred in collecting this security instrument, except those set out in section 3(a); (e) 60 days after notice of default if Borrower fails to pay all expenses of collection of any other obligations of Borrower; (f) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (g) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (h) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (i) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (j) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (k) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (l) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (m) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (n) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (o) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (p) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (q) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (r) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (s) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (t) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (u) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (v) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (w) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (x) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (y) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred; (z) 60 days after notice of default if Borrower fails to pay a sum which is due under this Security instrument and the Note is if no acceleration had occurred.

If Leader certifies this option Leader shall give Borrower notice of acceleration. The notice shall 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 accrued by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security instrument.

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16-000227-1

LETTER TO:
CENTURY TITLE CO.
P.O. BOX 150
GENEVA, IL 60134



Form 301A 590 (Rev. 6/6/92)

SHAWERS SYSTEMS, INC., ST. CLAUDIO, ILLINOIS (1-800-397-2341) FORM NO. 1-A 2691

West Dundee Illinois 60118

704 Main Street

Cardinal Savings and Loan Association

THIS INSTRUMENT WAS PREPARED BY

Given under my hand and official seal, this 23rd day of August, 1991

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the instrument as her free and voluntary act, for the uses and purposes herein set forth.

A Notary Public in and for said county and state, certify that Jean E. Petersen, an unnotarized person, Che Undersigned

STATE OF ILLINOIS, Kane County ss:

[Space Below This Line For Acknowledgment]

Social Security Number _____

Borrower
(Seal)

Social Security Number 357-16-6491

Jean E. Petersen

Borrower
(Seal)

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any addendum executed by Borrower and recorded with it.

24. Rides to 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 supplement the 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 Grandparent Rider Biweekly Payment Rider Planned Unit Development Rider Raile Improvemnt Rider Second Home Rider Other(s) [Specify] Balloon Rider

24. Rides to 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 supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es)].

9/26/91