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PREPARED BY:
D. BRADLEY SPRINGER 1991 AUG 30 PM 1:50
DOWNERS GROVE, IL 60515

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\$18.00

RECORD AND RETURN TO:
EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION
3051 OAK GROVE - SUITE 100
DOWNERS GROVE, ILLINOIS 60515

[Space Above This Line For Recording Data]

MORTGAGE

1615210

73-15-441 w
Property of Cook County Office
THIS MORTGAGE ("Security Instrument") is given on AUGUST 29, 1991
FRANKLIN H. PIERSON AND
ANGELA S. PIERSON, HUSBAND AND WIFE

The mortgagor is

(**Borrower**). This Security Instrument is given to
EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS
and whose
address is 3051 OAK GROVE - SUITE 100
DOWNERS GROVE, ILLINOIS 60515
("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED EIGHTY THOUSAND
AND NO/100

Dollars (U.S. \$ 180,000.00).

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, 2021.

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:

THAT PART OF LOT 172 IN WEST END ADDITION TO LA GRANGE, A SUBDIVISION
OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5,
SEE ATTACHED RIDER FOR LEGAL DESCRIPTION.

18-05-218-006

which has the address of 25 DOVER, LA GRANGE
(Street, City),
Illinois 60525
(Zip Code) ("Property Address");

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

CR (IL) 19101

VAIP MORTGAGE FORMS 02132014-B100 0809621-7201

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DPS 1000

Form 3014-1000

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BOX 333

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more of the actions set forth above within 10 days of the giving of notice. This Security Instrument, Lender may give Borrower a notice terminating the lease. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice terminating the lease. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

If Borrower makes these payments directly to Lender reciting the payee is evidencing the payment. It Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph. To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly by, or demands against another instrument securing to Lender's opinion opposite, to prevent the writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (b) contents in good faith the lien by, or demands against another instrument securing to Lender; (c) agrees in

Borrower shall priority over this lien which has priority over the Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay which may attach priority over this Security Instrument, leases, assessments, charges, fines and impositions attributable to the Property.

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges due under the Note.

Third, to interest due; fourth, to principal due; and last, to any late charges due under the Note; 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

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 2, Lender shall acquire or sell the Property, Lender prior to the acquisition of sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum received by

time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender is any

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

without charge, in annual accounting of the funds, showing credit and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds, unless funds are pledged as additional security for all sums secured by this Security Instrument.

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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 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.

8. Mortgage Insurance. 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 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 of mortgage insurance. Loss reserve
DPS 1097
Form 3014 980
Initials: *JH* (ISB)

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Form 301A 8/80
BMB 1983

16. Borrower shall be given one conforming copy of this Note and of this Security Instrument.

(3) **General Law** SecuritY Instrument. This SecuritY instrument shall be governed by federal law and the law of the State where it is located. In the event that any provision of this SecuritY instrument or the Note is held to be contrary to 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 Section shall be declared void if they conflict with 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 otherwise specified. The notice shall be given to Borrower at his address set forth above or to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given 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.

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 sum already collected from Borrower which exceeded 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 fee.

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 mortgagé, grant and convey title to his/her/its interest in the property described in the Note; and (b) is security for the payment of the Note. Borrower's interest in the property under the terms of this Security instrument may be exercised by Lender or any other Borrower or any assignee of this Security instrument; and (c) agrees that Lender and any other Borrower or may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument at the Note without the Borrower's consent.

Chances render him powerless to affect any appreciable change in writing, any opportunity to interfere with his actions to be permanent, such as he can do nothing but obey.

Written or verbal notice to 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 of Lessor of the Property or to the sum required by this Security Instrument, whether or not then due.

be applied to the sums received by this Securitised Instrument whether or not the sums are then due.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby reserved and

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.

Payments may no longer be required, in the option of Lender, if mortgagor insures 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.

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24. Riders 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 and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witness

Franklin H. Pierson
FRANKLIN H. PIERSON

(Seal)

Borrower

Witness

Angela S. Pierson
ANGELA S. PIERSON

(Seal)

Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, *Patricia J. Coffin*, a Notary Public in and for said county and state do hereby certify that FRANKLIN H. PIERSON AND ANGELA S. PIERSON, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of *April*, 1983.

My Commission Expires: *2/5/93*

"OFFICIAL SEAL"
Patrick J. Coffin
Notary Public, State of Illinois
My Commission Expires 2/5/93

Notary Public

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RIDER - LEGAL DESCRIPTION

2 / 1

THAT PART OF LOT 172 IN WEST END ADDITION TO LA GRANGE, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CENTER LINE OF OGDEN AVENUE AND THE NORTHERLY LINE OF THE RIGHT OF WAY OF BURLINGTON AND QUINCY RAILROAD DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 172; THENCE NORTH 87.3 FEET; THENCE WEST 125 FEET; THENCE SOUTH TO THE NORTH LINE OF DOVER STREET; THENCE SOUTHEASTERLY ALONG THE STRAIGHT LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

18-05-218-006

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