

GREAT WESTERN MORTGAGE CORPORATION
P.O. BOX 1900
NORTHRIDGE, CA 91328

91460044

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OFFICE NUMBER: 229
COUNTY CODE: 016
Loan No. 0-952698-1

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 29, 1991**
The mortgagor is
KEVIN J. PATTERSON AND NANCY L. PATTERSON, HIS WIFE

("Borrower").

This Security Instrument is given to
GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION
which is organized and existing under the laws of **DELAWARE**
and whose address is **9451 CORBEN AVENUE, NORTHRIDGE, CA 91328**

("Lender").

Borrower owes Lender the principal sum of **ONE HUNDRED THOUSAND AND 00/100---**
Dollars (U.S. **\$100,000.00**)

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:

LOT 84 IN BENT TREE VILLAGE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 41 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

91460044

A.T.G.F.
BOX 370

A.T.G.F.
BOX 370

DEPT-01 RECORDING \$16.00
T#3335 TRAN 9143 09/05/91 14:2400
#2300 # C # 1 - 460044
COOK COUNTY RECORDER

1600

PIN/TAX ID#: **06-07-115-030**
which has the address of
906 WAVERLY DRIVE, ELGIN,
Illinois **60120**

("Property Address").

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.

SCHAUMBURG, ILLINOIS 60173
SUITE 105
650 EAST ALCONQUIN ROAD
BONITA A. BENN

Patrick M. Gallagher
Notary Public, State of Illinois
"OFFICIAL SEAL"

Notary Public

This instrument was prepared by:

My Commission expires:

Given under my hand and official seal, this set forth:

signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose name(s) are do hereby certify that the undersigned is a Notary Public in and for said county and state, County as: Cook

29th day of August 1991

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

NANCY L. PATTERSON

REVIN J. PATTERSON

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

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

- Adjustable Rate Rider
Graduated Payment Rider
Balloon Rider
Others) (specify)
1-4 Family Rider
Planned Loan Development Rider
Rate Improvement Rider
Second Home Rider

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 line(s)).

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. 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 recording costs.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shall result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. In all of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Hazardous Substances. Borrower and Lender further covenant and agree as follows:

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law.

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Property of Cook County

Any amounts disbursed by Lender under this paragraph 7 shall bear an 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 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 sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear 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 charges to the permitted limit; and (b) any sums 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 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 (state) 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.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** 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 secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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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...

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2...

4. Charges. Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may...

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured...

6. Occupancy, Maintenance and Protection of the Property. Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence...

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument...

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51400043

LOAN NO
0-952698-1

AND WHEN RECORDED MAIL TO

Name GREAT WESTERN MORTGAGE CORPORATION

Street Address P.O. BOX 1900

City & State NORTHRIDGE, CA 91328

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Security Instrument

For Value Received, the undersigned hereby grants, assigns and transfers to
GREAT WESTERN BANK, A FEDERAL SAVINGS BANK beneficial interest
under that certain Security Instrument (deed of trust, mortgage or deed to secure debt) dated AUGUST 29, 1991
executed by KEVIN J. PATTERSON, NANCY L. PATTERSON

to GREAT WESTERN MORTGAGE CORPORATION Trustor (Mortgagor),

and recorded as

of the Official Records in the County Recorder's Office of
COOK COUNTY, ILLINOIS describing land herein as:

LOT 84 IN BENT TREE VILLAGE, BEING A SUBDIVISION OF PART OF
THE EAST 1/2 OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 41 NORTH
RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY,
ILLINOIS.

91460044

906 WAVERLY DRIVE, ELGIN, IL. 60120
PIN/TAX ID#: 06-07-115-030

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and
all rights accrued or to accrue under said Security Instrument.

Dated AUGUST 29, 1991

GREAT WESTERN MORTGAGE CORPORATION,
A DELAWARE CORPORATION a corporation

BY Susan M. Koenig
SUSAN M. KOENIG
ASSISTANT SECRETARY

By Jack R. Christensen
JACK R. CHRISTENSEN
ASST. VICE PRESIDENT

STATE OF ILLINOIS SS.
COUNTY OF COOK

On this 29TH day of AUGUST, 1991 before me, the undersigned, a Notary Public in and for said
State, personally appeared JACK R. CHRISTENSEN
personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the
ASST. VICE PRESIDENT and SUSAN M. KOENIG

personally known to me or proved to me on the basis of satisfactory
evidence to be the person who executed the within instrument as the
ASSISTANT Secretary of the
Corporation that executed the within instrument and acknowledged to
me that such corporation executed the within instrument pursuant to its
by-laws or a resolution of its board of directors.
WITNESS my hand and official seal

Bonita A. Benn
Notary Public in and for said County and State

BONITA A. BENN

Name (Typed or printed)



(the area for official notarial seal)