

# UNOFFICIAL COPY

31597019

RECORD AND RETURN TO:  
FORTUNE SAVINGS BANK  
16120 US 19 NORTH  
SUITE 138  
CLEARWATER, FLORIDA 34624-6895

BET  
163

[Space Above This Line For Recording Data]

: DEPT-01 RECORDINGS \$17.00  
: T#1111 TRAN 8825 11/13/91 14:11:00  
: #667 # A \*--91-597019  
: COOK COUNTY RECORDER

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 28, 1991  
The mortgagor is HONOR W. WAHLFELD AND SHIRLEY A. WAHLFELD, HIS WIFE

AMERICAN HOME FINANCE, INC.,  
which is organized and existing under the laws of ILLINOIS, and whose address is  
1250 WEST NORTHWEST HIGHWAY, SUITE 700, PALATINE, ILLINOIS 60067  
("Borrower"). This Security Instrument is given to  
One Hundred Eighty-Seven Thousand Five Hundred and No/100 -----  
Dollars (U.S. \$ 187,500.00). 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  
November 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 6 IN DENNY'S RESUBDIVISION OF THE SOUTH 1/2 OF LOT 4 IN BLOCK 15 IN A. T.  
MCINTOSH AND COMPANY'S PALATINE ESTATES UNIT NUMBER 2, IN THE NORTH 1/2 OF THE  
NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, TOGETHER WITH VACATED WINNETKA AVENUE SOUTH OF AND  
ADJOINING SAID SOUTH 1/2 OF LOT 4, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 02-26-108-023

91597019

which has the address of

Illinois

60008

[Zip Code]

4431 DENNY COURT

[Street]

("Property Address");

ROLLING MEADOWS

[City]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-830-0393 (1 PAX 616-701-1111)

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Form 3014 9/90 (Page 6 of 6 pages)

(Address)

PALATINE, ILLINOIS 60067  
(Name)

ROSE HOLUBECKI

This instrument was prepared by

Notary Public

Given under my hand and official seal, this 28<sup>th</sup> day of October, 1991

forth.

and delivered the said instrument to THE I R free and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed

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

do hereby certify that HOWARD W. MAHFIELD AND SHIRLEY A. MAHFIELD, HIS WIFE are Notary Public in and for said county and state,

County of COOK

STATE OF ILLINOIS.

SHIRLEY A. MAHFIELD  
Social Security Number 380-441-1814  
-Borrower  
HOWARD W. MAHFIELD  
Social Security Number 333 26 0304  
-Borrower  
(Seal)

Witnesses:

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.

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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- [Check applicable box(es)]
- |  |  |   |   |   |   |  |  |   |   |
|--|--|---|---|---|---|--|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Fixed Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Ballroom Rider | <input type="checkbox"/> Other(s) [Specify] |
|--|--|---|---|---|---|--|--|---|---|

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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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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 premium, 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.

**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

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Property:

Property that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presentation of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to the maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory authority 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 government or regulatory authority, that any removal or cleanup of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary steps, at its own expense, to cooperate with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following subparagraphs.

21. Acceleration; Remedies. Lender shall have the right under further covenant and agree as follows:

NON-LIEN FORM COVENANTS. Borrower and Lender further covenant under Paragraph 17

breach of any covenant or agreement in this Security Agreement (but not prior to acceleration following Borrower's failure to pay providers otherwise); (a) the date default; (b) the action required to cure the applicable law provider. The notice shall remain in effect until payment in full of all sums secured by this Security Instrument and the removal of all liens and encumbrances.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without limitation to remedies, fees and costs of title evidence.

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

applicable law may specify for certain instruments before sale of the Property, pursuant to any power of sale contained in this Security instrument or (b) entry of a judgment entitling this Security instrument. Those conditions are (a) payment of all sums which have accrued by due under this Security instrument and the Note as if no acceleration had occurred; (b) payment of any deficiency of any offer received or agreement of acceptance, if it pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees, and (c) takes such action as Lender may reasonably require to assure that the loan of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assure that the loan of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the instrument, including, but not limited to, reasonable attorney fees, and (e) takes such action as Lender may reasonably require to retain title until note paid in full.

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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 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 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

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**Sample funds** *the Freddie Mac Strategic Initiatives Fund* \$9.90 (share fee of 0 percent)

**18. Borrower's Right to Remodel.** If Borrower meets certain conditions, Borrower shall have the right to have replacement of this Security instrument discontinued at any time prior to the end of the 5 days for such other period as

If under 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

17. Transfer of the Property or a Limited Interest in Borrower. If all or any part of the Property or any interest in

**18. Governing Law; Securities Litigation.** This Securities Instrument shall be governed by federal law and the law of the jurisdiction in which the Properties is located. In the event that any provision of this Securities Instrument or the Note are given effect without the conflicting provision. To this end the provisions of this Securities Instrument and the Note are deemed to be severable.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by 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 instrument.

**13. Loan Categories.** If the loan secured by this Security Interest is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other form of charges collected or to be collected in connection with the loan exceed the permitted limits, then, to any such loan extent as shall be required by the amount necessary to reduce the charge to the permitted limits and to any sum already collected from the borrower which exceeds permitted amounts will be refunded to the 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 refund to Borrower.

**12. Successors and Assignees** **Borrower** shall bind and severally liability; (*i.e.*-signees). The covenants and agreements of this Security Instrument shall benefit the successors and assigns of **Lender** and **Borrower**, subject to the provisions of paragraph 12, Borrowers' covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (s) is co-signing this Security Instrument only to negotiate, plan and convey that instrument to **Lender**. Any Borrower who co-signs this Security Instrument and agrees to the terms of this Note, (s) agrees that **Lender** and any other Borrower may agree to extend, modify, re-arrange or amend the terms of this Note without the knowledge or consent of such Borrower.

11. Borrower's Right to Release: Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amounts otherwise due to the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the original Borrower or Borrower's successors in interest from liability of the debt represented by this Security Instrument or to any other party holding title to the property covered by this Security Instrument.

Under Section 10(1)(c) and 10(1)(d) of the Copyright Act, any application of proceeds to participants shall not exceed or surpass the due date of the non-refundable advances referred to in paragraphs 1 and 2 of clause 10 of such documents.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of setoff against 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 payment of the amounts which are due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security in full payment of outstanding debt due to the Lender; or for conveyance in lieu of condemnation, the record title shall be paid to Lender.

which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Property in instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in instrument, whether or not the Lender secures the fair market value of the Property immediately before the taking is equal to the amount of the Property in instrument, which the fair market value of the Property immediately before the taking is equal to the amount of the sums secured by this Security in instrument before the taking, unless Borrower and Lender otherwise agree in writing.

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security in instrument and condemned in accordance with the terms of the condemnation award, or for conveyance in lieu of condemnation, the record title shall be paid to Lender.

condemnation of other works of art or of the Property, or for conveyance in lieu of condemnation, are hereby assigned and