

PREPARED BY:  
D., BRADLEY SPRINGER  
DOWNERS GROVE, IL 60515

# UNOFFICIAL COPY

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RECORD AND RETURN

( A.T.G.F.  
60X 370 )

91628206

EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION  
3051 OAK GROVE - SUITE 100  
DOWNERS GROVE, ILLINOIS 60515

[Space Above This Line For Recording Data]

## MORTGAGE

1616101

: DEPT-01 RECORDING \$12.00  
: 18333 TRAN 4119 11/29/91 16169100  
: 13949 C C H 91-628206  
: COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 25, 1991.  
STEVEN M. BLONDELL  
AND CHRISTINE B. BLONDELL, 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

EIGHTY FIVE THOUSAND  
AND 00/100

Dollars (U.S. \$ 85,000.00).

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 DECEMBER 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 1 IN BLOCK 4 IN WESTBURY LAKES UNIT TWO, BEING A RESUBDIVISION  
OF PARTS OF LOTS AND VACATED STREETS IN HOWIE IN THE HILLS UNITS  
THREE AND FOUR, BEING A SUBDIVISIONS IN THE SOUTH 1/2 OF SECTION  
19, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

91628206

02-19-429-001

which has the address of 1112 STURBRIDGE, HOFFMAN ESTATES  
Illinois 60195  
[Zip Code] ("Property Address");

[Street, City]

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

MDR-6R(IL) (8/91)

VMP MORTGAGE FORMS • 1313293-8100 • (800)821-7203

Page 1 of 6

DPS 1088  
Form 3014 9/90  
Initials *SJS/CB*

17<sup>90</sup>  
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Form 301a-3/80  
DPA 1080

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GRILL (1010)

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 loan, Borrower shall notify the Lender of the property in accordance with priority over this Security instrument. If Lender determines that any part of the property is subject to a lien which may attach upon priority over another agreement of the Lender or by, or defense against enforcement of the lien in, legal proceedings whereby in the Lender's opinion oppose to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (c) contains in good faith this lien however shall provide any lien which has priority over this Security instrument unless Borrower; (ii) agrees in

If Borrower makes these payments directly to Lender receipts evidence the payment directly to Lender to pay under this paragraph, to the person owed payment, Borrower shall promptly furnish to Lender all notices of nonpayment to the Lender paid in full under this paragraph, due obligations in the manner provided in Paragraph 2, or if not paid in full however, Borrower shall pay the amount on time directly which may within priority over this Security instrument, and acknowledge payments of ground rent, if any, Borrower shall pay

4. **Charges Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions which relate to the property

dated, to interest due; fourth, to principal due; and last, to any taxes charges due under the Note, and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2;

5. **Application of Payments.** Unless applicable law provides otherwise, all payments made by Lender under Paragraphs

this Security instrument, shall apply any Funds held by Lender in the time of collection or sale of the property, Lender shall immediately return any amount received by Lender held by Lender, if under Paragraph 2, Lender shall receive prior to the collection or sale of the property, Funds held by Lender shall immediately return any amount received by Lender to the Borrower and any

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

balance remaining payable, at Lender's sole discretion, if the Lender to make up the deficiency in no more than 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 Lien when due, Lender may so act by 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 to Borrower

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds was unpaid, the Funds are pledged and deposited by Lender to the Security instrument,

without charge, an annual accounting of the Funds, showing details to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that a later date shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be entitled to pay Borrower any interest on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise, unless an immediate or a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

Escrow funds, Lender may not charge Borrower for holding and applying the Funds, until applying the escrow account, or

(including Lender, if Lender is such in application) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instantly, or entirely

Escrow funds or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current and reasonably estimates of expenditures of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the Funds

related attorney fees may require for Borrower's account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the providers of Paragraph 8, in lieu of the charge incurred premium, those items are called "Escrow items".

If any: (e) yearly mortgage insurance premium, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums

and assessments which may affect Security instrument as a lien on the Property; (h) yearly leasehold property premiums

Lender on the day monthly payments are due under the Note is paid in full, a sum ("Funds") for (a) yearly taxes

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

variations by justiciable to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains no covenants for arbitration use and non-jurisdictional covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to mortgage,

Instrument. All of the foregoing is referred to in this Security instrument as the "Property".

fixtures now or hereafter a part of the Property. All improvements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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 "extinguished 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, b, 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

DPA 1001

Form 3014 D/00

Borrower SP Cais

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

15. Governing Law: Severability, This Security Instrument shall be governed by federal law and the law of the State of New York.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by mailing to Borrower's principal place of business at the address set forth above or to such other address as Borrower may designate in writing to Lender.

payment to Borrower. If it results from a prepayment, the redemption will be treated as a partial repayment without any charge under the Note.

(3) **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 is greater than the maximum allowed by such law, the creditor will be entitled to a refund of the excess amount paid.

Securing this information should prove much easier as the accelerators and sensors used by the borrowers will have been installed at the time of the original loan application. Any borrower who can supply such information will be able to settle his/her debt quickly.

not appear to relate to the liability of the original Borrower or a successor in interest. Under such circumstances it would be reasonable for the original Borrower to refuse to extend time for payment or otherwise modify its obligations to commence proceedings against any successor in interest or to require a longer than normal period of time for payment.

11. Borrower Name **Kelvinadee Hy Lander** Relationship to Debtor **Spouse** Extension of the time for payment or modification of the terms of the note due to the non-payment of amounts referred to in paragraphs 1 and 2 or change in the amount of such payments.

If the Property is sold or transferred by Borrower, or it, after notice by Lender to Borrower that the condominium offers to make no award or settle a claim for damages, Borrower fails to expand to Lender within 30 days after such date this Note in accordance with the terms hereof, Lender may apply the proceeds of this Note to pay the amount of such damages.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security instrument, whether or not then due, with any excess paid to the borrower. In the event of a partial taking of the Property in part which is not due under the Security instrument and exceeds the amount paid to the borrower, the proceeds shall be applied to the sums secured by the Security instrument and the remainder to the sums secured by the other security held by the lender.

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, will be held by and delivered to the lessee.

9. **Lipopeptides.** L-amide or D-isoglutid may undergo reversible enzymatic conversion into D-isoglutid under appropriate conditions of pH and temperature. Lipopeptides

and the two sides of the same coin. In this case, the two sides of the same coin are the two sides of the same coin.

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**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.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** 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. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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.

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.

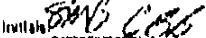
**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**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 the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may 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. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full 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.

**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 recordation costs.

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

DPB 1083  
Form 3014 D/90

Initials: 

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DPS 1004

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NOTARY PUBLIC STATE OF CALIFORNIA  
NANCY ANN GORDON  
SEAL

My Commision Expiras: 11/15/92

Given under my hand and official seal, this 25<sup>th</sup> day of  
February and voluntary act, for the uses and purposes herein set forth.

Parsonally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their act.

STEVEN M. BLONDELL AND CHRISTINE B. BLONDELL, HUSBAND AND WIFE

, a Notary Public in and for said

### Counts:

STATE OF ILLINOIS.

38M0320B

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80110W6P

11051

Borrower

(105)

BRITISH

1005

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VAC Header       Other(s) (Specify)

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Grandmother Rides	<input type="checkbox"/> Planmed Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Ballagia Rider	<input type="checkbox"/> Grandulated Payment Rider	<input type="checkbox"/> Adjustable Rate Rider
<input type="checkbox"/> 1-A Family Rider	<input type="checkbox"/> Grandmother Rides	<input type="checkbox"/> Planmed Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Ballagia Rider	<input type="checkbox"/> Grandulated Payment Rider	<input type="checkbox"/> Adjustable Rate Rider

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

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