

UNOFFICIAL COPY

201639-2

PREPARED BY:
MARGARET A. BIELARZ
SCHAUMBURG, IL 60173-4931

9 1 2 3 3 6 0

RECORD AND RETURN TO:
FIRST FEDERAL OF ELGIN, FSA
28 NORTH GROVE AVENUE
ELGIN, ILLINOIS 60120
ATTN: POST CLOSING/LAURIE

: DEPT-D1 RECORDING \$17.29
: T#7777 TRAN 0539 05/24/91 11:40:00
: #5135 + *-91-248860
: COOK COUNTY RECORDER

91248860

(Space Above This Line For Recording Data)

201639-2

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 23, 1991**
SHARON MIZEN MC CARTHY
AND ROBERT F. MC CARTHY, JR., WIFE AND HUSBAND

(*Borrower"). This Security Instrument is given to
SUBURBAN METRO MORTGAGE CORP.

91248860

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **1375 EAST WOODFIELD ROAD SCHAUMBURG, ILLINOIS 60173** (Lender). Borrower owes Lender the principal sum of **ONE HUNDRED NINETY ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 191,250.00).**

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 **JUNE 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**:

THE SOUTHWESTERLY 60 FEET OF THE NORTHEASTERLY 180 FEET OF LOTS 12, 13, AND 14 IN OWNERS RESUBDIVISION OF BLOCK 45 IN THE FIRST ADDITION TO GLENCOE IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-06-309-040
05-06-309-041
05-06-309-042

which has the address of **888 GLENCOE ROAD, GLENCOE**

Illinois 60022
(Zip Code)

(Street; City).

("Property Address");

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

GRILL (10101)

VMP MORTGAGE FORMS • (313)203-0100 • (800)521-7201

Page 1 of 8

DPS 1088

Form 3014 9/90

174 Mail

UNOFFICIAL COPY

Form 3014 9/90
DPS 1090

Page 2 of 8

WD-ER(1) 8/1011

more of the Recitals set forth above within 30 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more of the following actions:

(a) agrees in writing to the payment of the debt evidenced by this Security Instrument as the "Property".

(b) conveys title to the Property to Lender in a manner acceptable to Lender's opinion of record, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property.

(c) secures from the holder of the lien in legal proceedings which in the Lender's opinion is good faith in good faith the Lender's rights against any lien which has priority over this Security Instrument unless Borrower:

(i) Borrower makes these payments directly furnish to Lender receipts evidencing the payments.

(ii) the person owed money, Borrower shall promptly furnish to Lender all notices of summons to be filed under this paragraph.

(iii) these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly over this Security instrument, and Lender shall pay him any amount received by him for any day which may occur in the payment of the debts, taxes, assessments, charges, fines and impositions attributable to the Property.

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property.

5. 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 payment charged due under the Note; second, to amounts payable under paragraph 2;

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

this Security Instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit to Lender the sums secured by funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale

of the excess funds in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

excess money paid by Lender in accordance with the requirements of applicable law.

6. Payable monthly payments, all 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

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

of the funds held by Lender is paid by Lender exceeded the amounts permitted to be paid by applicable law, Lender shall account to Borrower

debt to the funds held by Lender made. The funds are pledged as additional security for this Security Instrument.

without charge, an annual accounting of the funds, showing credits 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 do so required to pay Borrower any interest or earnings on the funds

used by Lender in connection with this loan, unless it is probable for a one-time charge for a one-time charge for a one-time

charge. However, Lender may require Borrower to pay in installments such service to Lender to make such

available the Escrow items, unless Lender pays to a receiver in dependence real estate tax reporting service such

service, Lender may not charge Borrower for holding the funds, unless it is necessary to escrow account, or

Escrow items, Lender is such in its discretion) or in any Federal Home Loan Bank, Lender shall apply the funds to pay the

(including Lender, if Lender is such in its discretion) or in any other institution whose deposits are insured by a federal agency, instrumentality, or entity

The funds shall be held in an account insurable by the appropriate insurance law.

Especially items or otherwise in account with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

sets it lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount of

1974 is demanded from me, to my requirements, to account under the federal Real Estate Settlement Procedures Act of

settled in writing loco, my requirements for Borrower's escrow 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 federal

the provisions of paragraph 8, in lieu of the payment of insurance premiums. These items are called "Escrow items".

If any (e) yearly mortgage insurance premiums, 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 attach priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments

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

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 and late charges due under the Note.

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

UNIFORM COVENANTS

variations of instruments to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will affect generally the title to the Property against all claimants, subiect to any encumbrances of record.

granted and conveyed the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

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

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

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

fixtures now or hereafter a part of the property, All improvements and additions shall also be covered by this

UNOFFICIAL COPY

201639-2

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 lapsed 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

DPB 108-1
Form 3014 8/90C98860
91248860

UNOFFICIAL COPY

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

15 Governing Law: This Security Instrument shall be governed by federal law and the law of the given entity without the conflict of laws provision. To this end the provisions of this Security Instrument and the Note are declassified.

14. Notices: Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it by first class mail unless applicable law requires use of another method. The notices shall be directed to the Property Address or my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail or my other address Lender designates by notice to Borrower. Any notice given to Lender shall be deemed to have been given to Borrower or Lender when given is given in this paragraph.

By my means to Borrower, if it results reduees principal, the reduction will be treated as a partial payement without any prepayment charge under the Note.

13. **Louin Curing**, if the loan secured by this Security Interest is subsisted to a value which exceeds maximum loan amount, Borrower, Lender may choose to make this demand by reducing the principal owed under the note or by making a prepayment.

Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations which relate to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assesors, Burndj, Joint and Separate Liability: Co-tenants, The co-tenants and ultimatees of this instrument but does not execute the Note; (a) is co-signing this Security instrument only to protect him, joint and several liability.

successors in interest. Any right or claim by Lender in respect of exercise of any right or remedy shall not be a survivor of or preclude the exercise of any right or remedy.

of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall commence to accrue from the date of the execution of this instrument or from the date of any extension or modification of the term of this instrument, whichever date is earlier.

Secured by this security instrument, neither or nor when due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of service 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, either to restoration or repair of the Property or to the sum awarded.

periodic, the manager, may evaluate sums to be paid to pensioners in the event of a pensioner's death or of his removal from the service.

Another virtue of the property instrument before the marking is that it is general to the market and the amount of the sum secured by this security instrument immediately before the marking is equal to the sum secured by the property instrument.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, shall be paid to Lender.

Borrower's notice at the time of or prior to an inspection specifying reasonable time for the inspection, and the consequences of a failure to make it available.

The premises required to measure appraised by Leander under § 101(b) becomes irreducible until it is subdivided. Borrower and Lender (hereinafter referred to as parties) provided by law with insurance in effect, or to provide a loss reserve, until the realignment for mortgagelaw.

UNOFFICIAL COPY

201639-2

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

UNOFFICIAL COPY

Page 6 of 6

My Commission Expires:

Count and state do hereby certify that
SHARON MIZEN MC CARTHY AND ROBERT F. MC CARTHY, JR.,
WIFE AND HUSBAND
of whom I am a witness,
do hereby declare and say that we have this day of
January, 1967, at the city of Boston, Massachusetts,
given under my hand and official seal, this
tree and voluntary act, for the uses and purposes herein set forth.
Signed and delivered the said instrument, appearing as
witnesses this day in person, and acknowledged that THEY
signed and delivered the said instrument, appearing as
GIVEN under my hand and official seal, this
tree and day of
January, 1967.

WIFE AND HUSBAND
SHARON MIZZEN MC CARTHY

, a Notary Public in and for said

County ss:

COOK

'5

1

BORROWER

TEAS

BROWNS

1805

BOPR0106

108

BESTSELLER

1889

OUR TEAM

SSBUIM

WITNESS

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Balloon Rider
--	--	---------------------------------------	---	--	---	---	--	--

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

201639-2