This Instrument Was Prepared By:

CAROLE N. BANAS

When Recorded Mail To

FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-8450 2211(891

DOC. 020

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 04, 1992 LARSON AND MARY R. LARSON, HUSBAND AND WIFE The mortgagor is PETER M

> #29. Fill 1 (Rom 9439 06/10/92 10:25:00 #0/05 1 # 1089 1 \$29.00

("Borrower"). This Socurity Instrument is given to FIRST

NATIONWIDE BANK, A FEDERAL DAVINGS BANK , which is organized and exunder the laws of THE UNITED STATES OF AMERICA , and whose address is 135 MAIN STREET, SAN , which is organized and existing FRANCISCO, CA 94105-1817

("Lender"). Borrower owes Lender the principal sum of

NINETY THOUSAND AND 00/100

Dollars (U.S. \$ *****90,000.00). 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 JULY 01, 2022 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all conewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the occurity 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 COCK County, Illinois:

LOT 2 (EXCEPT THE WEST 100 FEET) AND (EXCEPT THE EAST 100 FEET TIEREOF) IN BLOCK 4. IN A. T. MC INTOSH AND COMPANY'S ROHLWING RUAD ACRES BEING A SUBDIVISION OF THE NORTH VEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN.

92410891

PERMANENT INDEX NUMBER: 02-24-103-019

which has the address of

911 E. GLENCOE RD. PALATINE, IL 60067-0000

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures low or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument, All of the oregoing 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 nd convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend enerally 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.

y jurisdiction to constitute a uniform security instrument covering real property.

LOSER 10: 10376

IMA/FHLMC Uniform Instrument 3014-9/90

ge 1 of 5 A I M 1

959 (R05) 4/91 IL - Single Family

Loan # 0002757854

Copies: 1 of 3 - Return to Lender

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Property of Cook County Clerk's Office

UNIFORM COVENANTS. Borrower and Lender covenant and agree us 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 tull, 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 premiums, 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 Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 et seq. ("RESPA"), unless another law that applies to the Funds sels 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 Lean Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for helding 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 carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Bo rever, 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 twolve 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 self, the Property, Londer, 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 Paymonts. Unless applicable law orogides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Wete; second, to amounts payable under paragraph 2; third, to interest due;

fourth, to principal due; and last, to any late charges due under the hole.e.

4. Charges; Lions. 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 faid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender against swiders in a paragraph.

directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Society Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the fien in a manner acceptable to Lerder; (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 extions 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 period, 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 project 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 above. 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 enewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if

iot made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or reptic of the Property lamaged, if the restoration or repair is economically leasible and Londer's security is not lessened. If the restoration or repair is not conomically 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 ays 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 0-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 ate 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 equired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

tall 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; Leasehold, or owner shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this equity Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of ecupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating reumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or iminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien eated by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in

OSER ID: 10376

MA/FHLMC Uniform Instrument 3014-9/90

ge 2 of 5 A I M2 959 (905) 4/91 iL - Single Family Loan # 0002757854

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proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes the Property or other material impairment of the lien created by this Security Instrument or all also be in default if Berrower, during the lean application process, gave materially false or Lender (or failed to provide Lender with any material information) in connection with the lean of limited to, representations concerning Berrower's occupancy of the Property as a principal on a leasehold, Berrower shall comply with all the provisions of the lease. If Berrower acquires for the title shall not merge unless Lender agrees to the merger in writing.

is in the Property. If Borrower fails to perform the covenants and agreements contained in this receeding that may significantly affect Lender's rights in the Property (such as a proceeding in or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is erty and Lender's rights in the Property. Lender's actions may include paying any sums secured ecurity Instrument, appearing in court, paying reasonable attorneys' fees and entering on the ermay take action under this paragraph 7, Lender does not have to do so.

or may take action under this paragraph?, Lender does not have to do so. For under this paragraph? shall become additional debt of Borrower secured by this Security agree to other terms of payment, these amounts shall bear interest from the date of disbursement

interest, upon notice from Lender to Borrower requesting payment. der required mortgage insurance as a condition of making the loan secured by this Security niums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage appear or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage insurance proviously in effect, at a cost substantially equivalent to the cost to Borrower of the Irom an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage wer shall pay to Lender of the month a sum equal to one-twelfth of the yearly mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these trage insurance. Loss reserve payments may no longer be required, at the option of Lender, if not and for the period that Lender requires) provided by an insurer approved by the Lender again or shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss ge insurance ends in accordance with any written agreement between Borrower and Lender or

may make reasonable entries upon and impections of the Property. Lender shall give Borrower in specifying reasonable cause for the inspection.

of any award or claim for damages, direct or consequential, in connection with any condemnation or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Property, the proceeds shall be applied to the June secured by this Security Instrument, whether sorrower. In the event of a partial taking of the Property in which the fair market value of the equal to or greater than the amount of the sume socured by this Security Instrument immediately note of the sume secured by this Security Instrument shall be reduced by the following fraction: (a) the total amount of the sume secured immediately before the taking, Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a fair market value of the Property immediately before the taking is less than the amount of the ng, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise a sume secured by this Security Instrument whether or no Une sume are then due.

rower, or if, after notice by Lender to Borrower that the consemnor offers to make an award or to respond to Lender within 30 days after the date the notice is given, Lender is authorized to ion, either to restoration or repair of the Property or to the cams secured by this Security

ise agree in writing, any application of proceeds to principal shall not extend or postpone the due

paragraphs 1 and 2 or change the amount of such payments.
bearance By Lender Not a Waiver, Extension of the time for payment or modification of curity Instrument granted by Lender to any successor in interest of Borrower shall not operate wer or Borrower's successors in interest. Lender shall not be required to commonce proceedings to extend time for payment or otherwise modify amortization of the sums secured by this and made by the original Borrower or Borrower's successors in interest. Any forbearance by sall not be a waiver of or preclude the exercise of any right or remedy.

d; Joint and Several Liability; Co-signers. The covenants and agreements of this Security sors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) to mortgage, grant and convey that Borrower's interest in the Property under the terms of this obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and , modify, forbear or make any accommodations with regard to the terms of this Security or's consent.

of by this Security Instrument is subject to a law which sets maximum loan charges, and that law other loan charges collected or to be collected in connection with the loan exceed the permitted be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any checked permitted limits will be refunded to Borrower. Lender may choose to make this ler the Note or by making a direct payment to Borrower. If a refund reduces principal, the ment without any propayment charge under the Note.

provided for in this Security Instrument shall be given by delivering it or by mailing it by first of another method. The notice shall be directed to the Property Address or any other address my notice to Lender shall be given by first class mail to Lender's address stated herein or any of Borrower. Any notice provided for in this Security Instrument shall be deemed to have been

ovided in this paragraph.

This Security Instrument shall be governed by federal law and the law of the jurisdiction in at any provision or clause of this Security Instrument or the Note conflicts with applicable law, as of this Security Instrument or the Note which can be given effect without the conflicting ecurity Instrument and the Note are declared to be severable.

Loan # 0002757854

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Vilionqa (a) rodiO [Convertible Rider Second Home Rider Balloon Ridor Biweekly Payment Rider Planned Unit Development Rider Graduated Payment Rider 1-4 Limily Rider Condominium Rider Adjustable Rate Rider

agroomants of this Security Instrument as if the rider(s) were a part of this Security Instrument, (Check plicable box(ss)) Instrument, the coverants and agreements of each such rider shall be incorporated into and shall ame and shall and supplement the coverants and 24. Ritlers to this Security Instrument, If one or more riders are executed by Borrower and security Instrument, If one or more riders are executed by Borrower and security Instrument, If one or more riders are executed by Borrower and security.

V. Waiver of Hemostead, Borrower waives all right of homostead exemption in the Property

charge to Borrower. Borrower shall pay any recordation costs.

22. Rolonso, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without

attorneys' lees and costs of title evidence.

exponsos incurred in pursuing the remedies provided in this paragraph 21, i cluding, but not limited to, reasonable further demand and may fereclese this Security Instrument by judicial proceeding. Lender shall be entitled to collect all notice, Lender at its option may require immediate payment in full of all gives secured by this Security Instrument without other defense of Berrewer to acceleration and tereclosure, If the detail is not cured on or before the date specified in the right to rainstate after acceleration and the right to assert in the foreclos ire proceeding the non-existence of a default or any Instrument, fereclesure by judicial preceeding and sale of the Preparty. The notice shall further inform Borrower of the cure the default on or before the date specified in the motion may result in acceleration of the sums secured by this Security loss than 30 days from the date the notice is given to Berrower by which the default must be cured; and (d) that failure to haw provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not

any covenant or agreement in this Security Instrument that prior to acceleration under paregraph 17 unless applicable 21. Accoloration; Remodies, Lender shall give notice to Borrewer prior to accoloration following Borrewer's breach of NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

harbicides, volatife solvents, materials containing aspectes or formaldehyde, and radiosotive materials. As used in this paragraph 20, "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is located that relate to health, salety or Environmental Law and the following substances: gustline, keresene, other flammable or texic petroleum products, texic pesticides and

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

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remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions Borrower has actual knowledge. If Borrowe, fearins, or is notified by any governmental or regulatory authority, that any removal or other governmental or regulatory agency or privite party involving the Property and any Hazardous Substance or Environmental Law of which

Borrower shall promptly give Lander written notice of any investigation, claim, demand, lawsuit or other action by any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. any Environmental Law. The preseding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Substances on or in the Property Dorrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of

20. Hazardous Sabstancos, Borrowor shall not cause or pormit the presence, use, disposal, storage, or relesse of any Hazardous

to which payments shourd oor rade. The notice will also centain any other information required by applicable law. accordance with parso, arn 14 abovo and applicable law. The notice will state the name and address of the new Loan Servicer and the addre Sorvicer unrelated to a rale of the Note, If there is a change of the Lean Servicer, Borrewer will be given written notice of the change in that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Losn may be sold one or more times without prior notice to Berrewer. A sale may result in a change in the eatity (known as the "Losn Servicer"

19, Sale of Note; Change of Lean Servicer, The Note or a partial interest in the Note (together with this Security Instrument AL depty in the case to accoloration under paragraph IX Instrument and the obligations secured hereby shall remain fully effective as it ne acceleration had occured. However, this right to reimstate obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security as Londor may reasonably require to assure that the lien of this Socurity Instrument, Lender's rights in the Property and Borrower' Security Instrument and the Note as it no acceleration had occured; (b) cures any default of any other covenants or agreements; (c) pays a

oxponsos incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' tees; and (d) takes such actio onforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under thi roinstatement) before sale of the Proporty pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgemen Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify to 18. Borrowor's Right to Rainstato. Il Borrower moets certain conditions, Borrower shall have the right to have enforcement of th

Instrument without further notice or demand on Borrower. Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Securit days from the date the notice is delivered or mailed within which Berrewer must pay all sums secured by this Security Instrument. It I onder exercises this option, Lender shall give Recrever natice of acceleration. The notice shall provide a period of not less than i

this option shall not be exercised by Lendor it exercise is prohibited by federal law as of the date of this Security Instrument. written consunt, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, Howeve or transforced (or it a boneficial interest in Borrower is sold or transferred and Borrower is not nearly person) without Lender's pri 7. Transter of the Property er a Beneticial Interest in Berrower. It aller any partet the Property er any int**eres**t in it is sa

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

Property of Cook County Clerk's Office

UNOFFICIAL COPY ---

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.

The history	
Jetu M. Larian	6-4-92
PETER M. LARSON	Dat
MARY A LARSON	6 4 7 Date
MARY R LARSON	Date
	Date
(Space Below This Line For Acknow	Date
TATE OF ILLINOIS	
COUNTY OF Mcklenny	
the andergined A NOTARY PUBLIC IN AND FOR SAIL	D COUNTY AND STATE DO HEREBY CERTIFY
HAT PERC MILARSON ON MINE K. LOUSEN, PE	PSONALLY KNOWN TO ME TO BE THE SAME
ERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INS PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DULIN	TRUMENT, APPEARED BEFORE ME THIS DAY
REE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THERE	IN SET FORTH.
92. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS	la .

IY COMMISSION EXPIRES:

OFFICIAL SEAL CRAIG O LUEDTKE NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. FEB. 18,1996 CALGU THE CORS

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