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#0249 # 1 F E-92-412911
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 18, 1992. The mortgagor is Steven E. Vincent and Allyson J. Vincent, his wife, in joint tenancy ("Borrower"). This Security Instrument is given to First Colonial Bank of Lake County, which is organized and existing under the laws of the State of Illinois, and whose address is 850 N. Milwaukee Avenue, Vernon Hills, Illinois 60061 ("Lender"). Borrower owes Lender the principal sum of Eight Thousand and no/100ths-- Dollars (U.S. \$ 8,000.00). 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 March 17, 1997. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 23 IN BLOCK 153 IN THE HIGHLANDS AT HOFFMAN ESTATES XII BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1960 AS DOCUMENT 18,021,928 IN THE OFFICE OF THE COUNTY RECORDER OF COOK COUNTY, ILLINOIS.

PIN: 07-09-204-023

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which has the address of 1845 Ashley Road, Hoffman Estates,
[Street] (City)
Illinois 60195, ("Property Address"); (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seised 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.

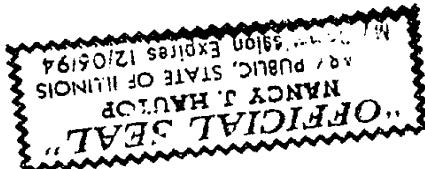
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• 8201401845 •

Ronnie S. Breweick
First Colonial Bank of Lake County
850 North Milwaukee Avenue
Vernon Hills, Illinois 60061-1528

THIS INSTRUMENT PREPARED BY AND RETURN TO:

(Space Below This Line Reserved For Lander and Recorder)



My Commission expires:

Given under my hand and affixed seal this 18th day of May 1992

set forth.

I, ..., éphé, j'indéfais l'ignoré, ..., a Notary Public in and for said County and State,
do hereby certify that, Stévyen, E., Vincenç, and, ALIXAON, J., Vincenç, his wife,
..... personally known to me to be the same person(s) whose name(s) appear,
..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, E., he, X.,
signed and delivered the said instrument as, éphé, ..., free and voluntary act, for the uses and purposes herein

STATE OF ILLINOIS County ss:

ALLISON E. Vincenzo
X *ALLISON E. Vincenzo*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded in this Securit

- 2-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Graduate Program Rider
- Other(s) [Specify] _____

22. Waiver of Homeestead, Borrower waives all rights of homestead excepted completion in the Property.
23. Rights to this Security Instrument, if one or more trustees are executed by Borrower and recorded together with this Security Instrument, the co-tenants and agreeements of each such rider shall be incorporated into and shall amend and supplement this instrument, the co-tenants and agreeements of each such rider shall be incorporated into and shall amend and supplement this instrument as if the rider(s) were a part of this Security instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property received by Lender or by judgment prior to the date of sale, less amounts paid by the Borrower to Lender in payment of taxes and costs of taxes and other expenses incurred by Lender in connection with the property.

21. 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.

19. Acceleration of Remedies. Lender shall give notice to Borrower to accelerate and demand payment of all sums secured by this Security Instrument prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise. The notice shall specify: (a) the date required to cure the default or deficiency; (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 may result in acceleration of the sums secured by this Security Instrument, foreclose the date specified by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit a default and the right to assert in the proceeding the non- extension of time specified in the notice to accelerate or to foreclose. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to attorney's fees, court costs, and other expenses.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address 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 paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 paragraphs 13 or 17.

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Lender may sue the Borrower and garnishee upon a claim for payment of the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower the date of disbursement at the Note rate and shall bear interest from Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall become additional debt of Borrower secured by this Agreement under this paragraph 7 shall become additional debt of Borrower disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by Lender under this paragraph 7 shall become additional debt of Borrower.

7. Protection of Lenders' Rights in the Property Insurance. If Borrower fails to perform the terms of this shall not merge unless Lender agrees to the merger in writing.

6. **Preservation and Maintenance of Property; Lesseholders.** Borrower shall not destroy, damage or substa-

Unless the Lender and Borrower otherwise agree in writing, any application of proceeds to principles shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If less than the amount of the monthly payment is received by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the property is acquired by Lender. Borrower's right to the extent of the sums secured by this Security interest in the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest in the property prior to the acquisition.

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 Property is otherwise irreparable, insurance proceeds shall be applied to repair or replace the damaged portion of the Property and the remaining portion of the Property, if the cost of the repair or replacement is less than the insurance coverage available for the damaged portion of the Property.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause, and also contain the following:

of the giving of notice.

Borrower shall promptly discharge, and, if Lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation, secures by the Lien in a manner acceptable to Lender; (b) contributes in good faith to the Lien by, or defends against enforcement of the Lien in, legal proceedings which in the Lender's opinion prevent the Lender from holding his interest in the Lien; (c) secures from the holder of the Lien any amount of the Lien or forfeiture of the Lien by the Lender under the terms of this Security Instrument; or (d) settles with the Lender in good agreement to satisfy the Lien or forfeiture of an interest in the Lien.

Note: third, to amounts paid as under paragraph 2; fourth, to interest due; and last, to principal due.
 4. Charges: Lenders, Borrower shall pay these amounts over this Security instrument, and less than payments of ground rents, if any, property which may retain these payables after the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the persons so 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 all the amounts to be paid under this paragraph.

application as a credit, regardless the sums secured by this Security Instrument.

at Borrower's option, either promptly repaid to Lender or credited to Borrower on monthly payments of Funds, if the amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more prepayments as required by Lender.

If the amount of the Fund held by Leander, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid over to the escrow items.

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 prepayments due under the Note.
2. Funds for Taxes and Lassurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments become due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.