

# UNOFFICIAL COPY

Form 3014 9/80

Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ILLINOIS Single Family

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.

BORROWER COVENANTS that borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record, borrower warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this security instrument. All of the foregoing is referred to in this security instrument as the "property."

INWITNESS

515 LANGASTER COURT

60010

(Property Address)

(Zip Code)

PERMANENT TAX ID: 02-07-303-008

RECORDING INFORMATION  
BOOK 0273 PAGE 0274  
MAY 22 2011 11:42:00  
\$31.50

027411

THIS MORTGAGE IS BEING RE-RECORDED TO ADD A CORRECTION RIDER TO THE SECURITY INSTRUMENT

LOT 12 IN GLENCREST OF INWITNESS UNIT 1, A SUBDIVISION OF THE EAST 1091.14 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1986 AS DOCUMENT NO. 86386333, IN COOK COUNTY, ILLINOIS.

APX MORTGAGE SERVICES, INC., ILLINOIS  
195 N. ARLINGTON HTS. RD., #125, BUFFALO GROVE, IL 60089-1715  
Borrower owes lender the principal sum of TWO HUNDRED SIXTY-FIVE THOUSAND AND 00/100 (\$265,000.00). 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 APRIL 1, 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:

THIS MORTGAGE (Security Instrument) is given on MARCH 24, 1992. The mortgage is given on G. DAVID WAGERS AND LINDA A. WAGERS, HIS WIFE

## MORTGAGE

PREPARED BY: N. JONIAK

(Space Above This Line For Recording Date)

2684

027411

92418345

3 2 1 / 1

MS336

0



12 SUCCESSION AND ASSIGNMENT, 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 11. Borrower's successors and assigns shall be jointly and severally liable for the performance of the obligations of this security instrument. Any borrower who assigns this security instrument shall be deemed to have assigned all of its rights and interests in the property to the lender, and the lender shall not be bound by any assignment of the property to the borrower or any other person. The lender shall not be bound by any assignment of the property to the borrower or any other person.

11. BORROWER NOT RELEASED; FORTHCOMING BY LENDER NOT A WAIVER. Payment by the borrower to the lender shall not constitute a discharge of the borrower's obligations under this security instrument. The lender shall not be bound by any assignment of the property to the borrower or any other person. The lender shall not be bound by any assignment of the property to the borrower or any other person.

10. CONDEMNATION. In the event of any condemnation of the property, the proceeds of any award or other taking of any part of the property, or for conveyance in lieu of condemnation, shall be applied to the same secured by this security instrument in the order of priority set forth in this security instrument. The proceeds of any award or other taking of any part of the property, or for conveyance in lieu of condemnation, shall be applied to the same secured by this security instrument in the order of priority set forth in this security instrument.

9. INSPECTION. Lender or its agent may make reasonable inspections of the property, including the condition of the property, at any time and from time to time. The lender shall not be bound by any assignment of the property to the borrower or any other person. The lender shall not be bound by any assignment of the property to the borrower or any other person.

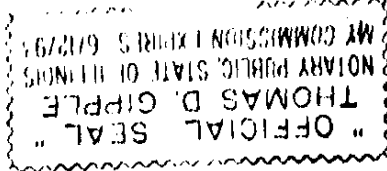
8. MORTGAGE INSURANCE. If the mortgage insurance policy is not maintained, the lender shall have the right to require the borrower to purchase a new mortgage insurance policy. The lender shall not be bound by any assignment of the property to the borrower or any other person. The lender shall not be bound by any assignment of the property to the borrower or any other person.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If the borrower fails to perform the covenants and agreements contained in this security instrument, the lender shall have the right to take any action necessary to protect its interest in the property. The lender shall not be bound by any assignment of the property to the borrower or any other person. The lender shall not be bound by any assignment of the property to the borrower or any other person.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION. The borrower shall occupy, establish, maintain, and use the property as a borrower's principal residence. The borrower shall not be bound by any assignment of the property to the borrower or any other person. The lender shall not be bound by any assignment of the property to the borrower or any other person.

11481236

UNOFFICIAL COPY



My Commission Expires:

Notary Public:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on 19 11, before me appeared [Name], to me personally known to be the person(s) described in and who executed the foregoing instrument as Borrower(s) and acknowledge that they executed the same as their free act and deed.

STATE OF ILLINOIS )  
COUNTY OF [ ] )  
(SS)

Borrower: LINDA A. WAGERS

Borrower: G. DAVID WAGERS

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree that the Balloon Rider attached to the Security Instrument is hereby deleted in its entirety and is no longer of any force and effect to the end and extent that the same shall be deemed expunged from the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Correction Rider.

THIS CORRECTION RIDER, made this 22ND day of MAY 19 92 between G. DAVID WAGERS AND LINDA A. WAGERS ("Borrower(s)") and AVX MORTGAGE SERVICES, INC. ("Lender") shall be deemed to amend and supplement the Mortgage Deed of Trust, or deed to secure debt (the "Security Instrument") dated MARCH 27, 19 92 given by Borrower to Lender encumbering the real property described in the Security Instrument and located at 515 LANCASTER COURT INVERNESS, IL 60110

CORRECTION RIDER TO SECURITY INSTRUMENT

# UNOFFICIAL COPY

143243711

0000000000

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) the date on or before the date specified in the notice 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 nonexistence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, lender at the option may require immediate payment in full of all sums secured by this security instrument without further demand and may foreclose the security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in enforcing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of this evidence.

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

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substance on or in the property, hazardous waste, or any other activity involving the property, that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, normal residential uses and 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 tests, 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. Hazardous substances are those substances defined as toxic or hazardous substances by environmental law and the following substances, asbestos, lead-based paint, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile organic compounds, toxic pesticides and herbicides, volatile organic compounds, and radon. Environmental law means federal law and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note is 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 obligated 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 19 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 requested by applicable law.

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 end of (a) 90 days (or such other period as applicable law may specify for reinstatement) before sale of the property, payment 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 they 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 attorney's fees; and (d) takes such action as lender may reasonably require to assure that the lien of this security instrument, lender's right in the property and Borrower's obligation to pay the sum 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.

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, transferred, or if a beneficial interest in Borrower is sold or transferred and Borrower is not notified in writing by Lender prior to the transfer, 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 or the laws of the state of this security instrument.

16. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this security instrument. Note are deleted to be severable. To this and the provisions of this security instrument and the Note which can be given effect without the conflicting provision. If there is a conflict between the security instrument and the Note which conflicts with applicable law, such conflict shall not affect other provisions of this security instrument or the jurisdiction in which the property is located. In the event that any provision of this security instrument or the Note is governed by federal law and the law of the state of this security instrument shall be governed by federal law and the law of the state of this security instrument.

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 designated 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.

13. 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 limits; 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.

3 2 2 4 5 / 1 1

# UNOFFICIAL COPY

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.

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

[Check applicable box(es)].

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider    | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1 - 4 Family Rider     |
| <input type="checkbox"/> Graduated Payment Rider  | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]       |   |   |

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.

Witnesses:

\_\_\_\_\_  
**G. David Wagers** (Seal)  
**G. DAVID WAGERS** --Borrower  
 Social Security Number **296-46-0559**

\_\_\_\_\_  
**Linda A. Wagers** (Seal)  
**LINDA A. WAGERS** --Borrower  
 Social Security Number **542-62-2021**

\_\_\_\_\_  
 (Seal)  
 --Borrower

\_\_\_\_\_  
 (Seal)  
 --Borrower

[ Space Below This Line for Acknowledgment ]

MAIL TO:

**APX MORTGAGE SERVICES, INC.**  
**195 N. ARLINGTON HTS. RD., #125**  
**BUFFALO GROVE, IL 60089-1715**



STATE OF Illinois }  
 COUNTY OF Cook } SS:

The foregoing instrument was acknowledged before me this 3/24/92 (date)

by G. DAVID WAGERS + LINDA A. WAGERS his wife (person(s) acknowledging)

MY COMMISSION EXPIRES:

"OFFICIAL SEAL"  
**DONNA M. PACCHINI**  
 Notary Public, State of Illinois  
 Commission Expires 5/2/94

*Donna M. Pacchini*  
 Notary Public

(SEAL)

THIS INSTRUMENT WAS PREPARED BY: **N. JONIAK**

92248711

92248711