

# UNOFFICIAL COPY

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92436156

PREMIER HOME FINANCING, INC.  
1315 W. 22ND ST.  
OAK BROOK, IL 60521

S2436156

Loan Number : 196852

3/10/92  
JC

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JUNE 16, 1992**.  
The mortgagor is **JEFFREY A. DAHLBERG, and SUSAN M. DAHLBERG, HIS WIFE**

("Borrower"). This Security Instrument is given to  
**PREMIER HOME FINANCING, INC.**,  
which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is  
**1315 W. 22ND ST., OAK BROOK, IL 60521**

("Lender"). Borrower owes Lender the principal sum of  
**ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100**  
Dollars (U.S. \$ **150,000.00**). 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 1, 2022**. This Security Instrument secures to Lender: (a) the repayment of the debt  
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other  
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of  
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby  
mortgage, grant and convey to Lender the following described property located in  
**COOK**

County, Illinois:

LOT 57 IN EAGLE RIDGE ESTATE UNIT 1, BEING A SUBDIVISION OF PART OF  
THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/4 OF THE SOUTHWEST  
1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

27-32-404-006-0000

52436156

which has the address of **17948 ARTHUR COURT**  
(Street)

**ORLAND PARK**  
(City)

**Illinois** **60462** ("Property Address");  
(Zip Code)

**ILLINOIS-Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
ITEM 1676 (9012)

Form 3014 9/90 (page 1 of 6 pages)

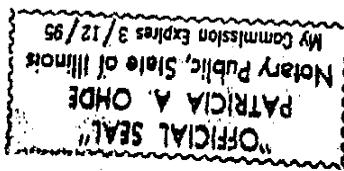
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BOX 333

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Form 3014-9/90 (page 6 of 6 pages)

9536156



1315 W. 22ND STREET #100  
PRAIRIE HOME FINANCING  
(Name)  
DANE GREISINGER

This instrument was prepared by

My Commission expires:

Given under my hand and official seal, this

16th day of

January 1998

for the

and delivered the said instrument as  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed  
and voluntarily accept the uses and purposes herein set  
, personally known to me to be the same person(s) whose name(s) are

do hereby certify that JEFFREY A. DAHLBERG, and SUSAN M. DAHLBERG, HIS WIFE  
, a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS.

Social Security Number 351-68-1311  
SUSAN M. DAHLBERG  
Borrower  
(Seal)

Social Security Number 360-62-9666  
JEFFREY A. DAHLBERG  
Borrower  
(Seal)

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

- Other(s) [Specify]
- Adjustable Rate Rider  
 Graduated Payment Rider  
 Biweekly Payment Rider  
 Condominium Rider  
 1-4 Family Rider  
 Rate Improvement Rider  
 Planned Unit Development Rider  
 Balloon Rider  
 Second Home Rider

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)]



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7 2 4 6 6 1 5

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.

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Form 301A 9/90 (page 2 of 6 pages)

Proceeds or flood damage, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the property insured against losses by fire, hazards included within the term "extended coverage" and any other hazards, including S.

5. Hazard or Property Insurance. Borrower shall keep the insurance or heretofore erected on the one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly furnish Lender may give Borrower a notice definitely the lien. Borrower shall satisfy the lien or take over this Security instrument. If Lender demands that any part of the Property is subject to a lien which may affect all other priorities of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien by, or defers any payment of the obligation secured by the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees

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

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, paragraph 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

6. Security Instrument. Funds held by Lender at the time of acquisition of real as a credit against the sums

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property Lender prior to the acquisition of Funds held by Lender.

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

delinquency in no more than twelve months, at Lender's sole discretion.

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 for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender to make such a charge. However, Lender shall pay to Borrower to pay a one-time charge for an independent trial

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

such item or service used by Lender in connection with this loan, unless applicable law permits an annual accounting, or verily the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits accrual, or verily the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow items are called "Escrow Items". Lender may early withdraw funds from time to time, U.S.C. § 2601 et seq. ("RESPA"), unless another amount to a lender to a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another amount to a lender to a federally related mortgage loan may require for Borrower's escrow account under the maximum amount a lender can charge for a service provided by Borrower to pay a one-time charge for an independent trial purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

estimates of expenditures of future escrow items or otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall 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 full, a sum ("Funds") for: (a) yearly flood

taxes and assessments which may attach priority over this Security instrument as a lien on the Property; (b) yearly leasedhold

payments or ground rents on the property insurance premiums; (c) yearly hazard or property insurance premiums; (d) yearly flood

insurance premiums; (e) yearly insurance premiums, if any; and (f) any sums payable by Borrower to pay 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 to a federally related mortgage loan may require for Borrower's escrow account under the maximum amount a lender can charge for a service provided by Borrower to pay a one-time charge for an independent trial

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Estimate Settlement Item. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender can charge for a service provided by Borrower to pay a one-time charge for an independent trial

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Interest on the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender coveneant and agree as follows:

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 encumbrances of record.

BORROWER warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property. All replacements and additions shall also be covered by this Security

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

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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 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 lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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Single Family - Landform INSTRUMENT - Landform Coverages 9/99 (page 4 of 6 pages)

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have agreement of this Security Instrument discontinued at any time prior to the earliest of: (a) 5 days (or such other period as

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any security instrument within fifteen days of the date Borrower receives notice of demand on Borrower.

This Security Instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of

17. Transfer of the Property by a Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if it is held in trust) by a Borrower, it must be done in accordance with the terms of the Deed of Trust.

be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the paragraph.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless Borrower applies for another method, the notice shall be directed to the Property address as set forth above. Any notice to Lender shall be given by deliverying it or by mailing it to Lender at address stated herein or any other address designated by Borrower. Any notice to Lender shall be given by first class mail to Lender's address stated above or to the address of Lender's successor to its power. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower if delivered to the address as provided in this instrument.

**13. Loan Charges.** If the loan secured by this Security Instrument is subservient 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 reallocated to the permitted limit.

**12. Successors and Assigns Rule:** Joint and several liability; Co-signers. The coverings and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this 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, 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; and (c) agrees to lend any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the term, of this Security instrument or the Note without the Borrower's consent.

Borrower or Borrower's successor, in reverse. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Securities or instruments in which the proceeds may be invested, and the application of proceeds to principal shall not exceed one-half of the amount of principal.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make them due,

Secured immediately before the trial unless Borrows otherwise agrees in writing or unless applicable to the sums secured by this Security Instrument whether or not the sums are otherwise provided, the proceeds shall be applied to the sums secured by this Security Instrument in whatever order the sums are otherwise provided.

fractition: (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. In the event of a partial taking of the

which the law market variety of the property instrumentality before the taking, unless Borrower and Lender otherwise agree in writing, shall be retained by the lessors until the amount of the sums secured by this Security instrument is paid in full.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assented and shall be paid to Lender.