

PREPARED BY: **UNOFI**  
PAUL J. NELSON  
ELK GROVE VILLAGE, IL 60007

# UNOFFICIAL COPY

RECORD AND RETURN TO:

HUNTERS MORTGAGE CORPORATION  
500 EAST HIGGINS - SUITE 103  
ELK GROVE VILLAGE, ILLINOIS 60007

Page 1 of 1 | Last updated: 2023-07-10 10:00:00 UTC | Status: Above | [View Recent Data](#)

## MORTGAGE

562056

92602668

THIS MORTGAGE ("Security Instrument") is given on AUGUST 4, 1992  
GLADSTONE-NORWOOD TRUST AND SAVINGS BANK  
AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 23, 1978  
AND KNOWN AS TRUST NUMBER 172

(“Borrower”); This Security Instrument is given to  
**HUNTERS MORTGAGE CORPORATION**

1987-11 \$53.50  
1977-78 1988 9338 08-13-92 15 07 00  
\$143.00 1988 9338 102-6026661  
1988 9338 102-6026661

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 500 EAST HIGGINS - SUITE 103  
ELK GROVE VILLAGE, ILLINOIS 60007  
ONE HUNDRED TWENTY THOUSAND  
AND 00/100

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 SEPTEMBER 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 28 IN BLOCK 40 IN EDGEBROOK MANOR, BEING A SUBDIVISION OF  
LOTS 27, 32, 33, 34 AND 35, THAT PART OF THE SOUTHWEST 1/2  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

23-04-206-022

which has the address of 6336 NORTH LEMAI, CHICAGO  
Illinois 60646 (\*Property Address\*).  
*Zip Code*

Street City

**SLIMCOS-Single Element Facette Non-Freddo M.M.: UNIFORM INSTRUMENT**

© 2001 - 2011 800-800

2025 RELEASE UNDER E.O. 14176

• 214

DPS 1009  
Form 3014 3-90

# UNOFFICIAL COPY

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien against his personalty and fixtures held by the Lender in a manner acceptable to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender to pay off the entire amount of the lien within 10 days of the giving of notice.

4. (c) **charges;** claims, Borrower shall pay all taxes, assessments, charges, rates and impositions arising out of the property which may attach 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 paid under this paragraph to Borrower under these payments.

1 and 2 shall be applied; first to any prepayment charges due under the Note, second, to advances, third, to principal due, fourth, to principal due; and last, to any late charges due under the Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs this Security Instrument.

relative monthly payments, at Lender's sole discretion.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder at any time is not sufficient to pay the Extraordinary items when due, Lennder may so notify Borrower in writing; and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

External items or off-premises in accordance with applicable law.

2. Funds for Taxes and Instruments. 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 taxes and assessments which may accrue over this Security instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 Real Estate Settlement Procedures Act of 1974 as amended; (g) any taxes, collection fees, or other amounts due under the Note; and (h) any amounts due under the Note, at any time, to the City of St. C., Section 2601 et seq. ("RESPA"). Unless another law shall apply, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future costs of collection, service, and holding funds.

1. Payment of Premium and Interest; Premium and Interest shall promptly pay when due the Borrower shall promptly pay when due the

**EXTERIOR GOVERNANTS** Because real estate security instruments cover real property.

THIS SECURITY INSTRUMENT combines uniform conventions for standard use and non-uniform conventions with limited

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.

INSTRUMENTS 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".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, and  
562056

# UNOFFICIAL COPY

562056

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impact the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender 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

DPS 1091

Form 3014 9-90

# UNOFFICIAL COPY

16. Rotator's Copy: Rotator shall be given one conditioned copy of the Note and of this Security Instrument.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the conflicting provision. To this end the provisions of this Security Instrument and the Note are detailed given effect without the conflicting provision.

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 otherwise specified in this instrument. The notice shall be directed to the Proprietary Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address reflected herein or to 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.

prepayment charge under the Note.

13. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges and debt 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 loan to the permitted limits, if any such loan charge is collected or to be collected in connection with the loan exceeds 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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Strikers. The coverments 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 successors and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

If the Property is damaged by Burglary, or if the owner notice by letter to the lessor the commencement of damage to

[4] 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 the sum due, which any excess shall be applied to the sums secured by this Security instrument.

[5] In the event of a partial taking of the Property, in which the market value of the Property paid to Borrower is less than the amount of a partial taking of the Property, in which the market value of the Property paid to Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the reduced 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. In the event of a partial taking of the Property in which the market value of the Property paid to Borrower is less than the amount of a partial taking of the Property, in which the market value of the Property paid to Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the reduced 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.

[6] Unless otherwise provided by law or unless otherwise agreed in writing, the sums secured by this Security instrument shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

10. In condemnation, the proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of other than any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Bottom row notice at the time of prior to an inspection specifying reasonable cause for the inspection.

9. **Indemnification.** Lender or its agents may make reasonable efforts to inspect and inspectors of the Project. Lender shall give written notice and in accordance with any written agreement between Borrower and Lender or applicable law.

# UNOFFICIAL COPY

**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 from persons who are not natural persons 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 for 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. These 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.

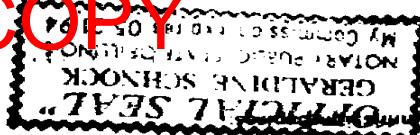
**22. Release.** Upon payment of all sums secured by this Security instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

DPS 1992  
Form 3014 9-90

**UNOFFICIAL COPY**

•601 \$40



Personal knowledge known to me to be the same persons! whose names! subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as cheirs free and voluntarily set forth in the uses and purposes therein set forth.

-----  
EXCELSIOR PRESIDENT  
county and state do hereby certify that John Bohn, ass't. trust officer and Richard G. Brown  
are now and have been for some time past  
-----

STATE OF ILLINOIS.

**GILDSTONE-NORWOOD TRUST AND SAVINGS BANK**  
MAY 23, 1978 AND KNOWN AS TRUST  
MAS TRUSTEES UNDER TRUST AGREEMENT DATED  
NUMBER 172  
SOUTHWICK  
*(Seal)*

WITNESS	Gladstone-Norwood T & S Bank net personal property.
WITNESS	solely as trustee
BY:	Asst. Trust Officer
(Signature)	<i>[Signature]</i>
WITNESS	Boffweger
WITNESS	Boffweger
ATTESTED:	<i>[Signature]</i>
ATTESTED:	Vice President
EXEC.	Boffweger
EXEC.	Boffweger

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security instrument and in any addenda executed by Borrower and recorded with it.

<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Adjustable Rider	Graduated Payment Rider	Condominium Rider	Biweekly Payment Rider	1-4 Family Rider	Planned Unit Development Rider	Rate Improvement Rider	Other(s) (Specify)	Second Home Rider	V.A. Rider
--	------------------	-------------------------	-------------------	------------------------	------------------	--------------------------------	------------------------	--------------------	-------------------	------------

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

# UNOFFICIAL COPY

RIDER - LEGAL DESCRIPTION

LOT 24 IN BLOCK 40 IN BIGGERROCK MANOR, BEING A SUBDIVISION OF LOTS 27, 32, 33, 34 AND 35, THAT PART OF THE SOUTHWEST 1/2 OF LOT 38 AND ALL OF LOT 39 WEST OF ROAD, ALL OF LOTS 40, 41, 42 AND 44, THE SOUTHWEST 1/2 OF LOT 45; ALL OF LOTS 47 TO 52 BOTH INCLUSIVE IN THE SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING CERTAIN PARTS) ACCORDING TO PLAT THEREOF REGISTERED ON MARCH 1, 1922, AS DOCUMENT NUMBER 148546, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

13-04-106-021

6602668

DPS 049