

2013
PREPARED BY:
BRIAN HELLEGUTH
ARLINGTON HEIGHTS, IL 60005

UNOFFICIAL COPY 92603746

RECORD AND RETURN TO:

1992 AUG 14 PM 1:00

92603746

BRIAN FINANCIAL SERVICES, INC.
2045 S. ARLINGTON HEIGHTS RD.-STE.103
ARLINGTON HEIGHTS, ILLINOIS 60005

3/9

[Space Above This Line For Recording Data]

MORTGAGE

92-10127

THIS MORTGAGE ("Security Instrument") is given on AUGUST 12, 1992
PHILLIP D. POOLER
AND SUSAN A. POOLER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
BRIAN FINANCIAL SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 2045 S. ARLINGTON HEIGHTS RD.-STE.103
ARLINGTON HEIGHTS, ILLINOIS 60005 ("Lender"). Borrower owes Lender the principal sum of NINETY THOUSAND AND 00/100 Dollars (U.S. \$ 90,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 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:

THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 32 IN FIRST ADDITION TO GREEN OAKS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-36-108-012-0000

which has the address of 2132 NORTH 77TH COURT, ELMWOOD PARK
Illinois 60635
Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
MFR-GRILL 01011

VMP MORTGAGE FORMS - (312)293-8100 - (800)521-7281

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1/90

[Signature]

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 to loan by, or otherwise, any and all performance of the lien in legal proceedings which is the Lender's opinion is to prevent the deterioration of the value of the property or the loss of the property or the loss of the Lender's interest in the property; (c) agrees to pay to the Lender the amount of the deficiency in the amount of the principal and interest due on the note plus any costs and expenses of collection.

Under Article 13(1) of the Securities Act, the Borrower shall pay monthly interest at the rate of 12% per annum on the unpaid principal amount of the Note.

4. Changes, Leases, Subleases, Mortgagor shall pay all taxes, assessments, charges, fees and impositions affecting title to the Property.

3. Application of Provisions. Unless otherwise law provides, all payments received by Lessor under paragraph 2 and 2 shall be applied first, to any payment due under the Note; second, to amounts payable under paragraph 2.

Upon payment in full of all sums accrued by this Security Instrument, Lessor shall promptly refund to Borrower any amounts paid by Lessor at the time of acquisition or sale as credit against the sums secured by this Security Interest.

If the Friends held by Learder exceed the amounts permitted to be held by applicable law, Learder shall account to Bottower for the excess Friends held by Learder in accordance with the requirements of applicable law. If the amount of Friends held by Learder at any time exceeds Friends held by Learder up to that point, Learder may so notify Bottower in writing, and, in such case Bottower shall cause Learder to pay off the Friends held by Learder up to that point, and thereafter Learder's role as a Lender is terminated.

The Funds shall be held in a trust account whose depositors are members by a federal agency, intergovernmental, or individual; if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the principal balance of the Bonds and apply the interest accrued on the Bonds to the Fund until security for all sums secured by the Security Instruments.

External Pressures or Challenges in Society and their Application Law.

3. Witness for Plaintiff and Defendant. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Plaintiff or his/her attorney in the event of suit by Plaintiff and my preparatory and legal charges due under the Note.

1. Management of Technical and Industrial Preparation and Late Changes. Bottleneck shall properly pay when due the

OPTIONAL COVENANTS. Borrower and Lender covenants and agree as follows:

Verifications by the auditor of accounts may be carried out by the auditor of accounts or by a member of the profession.

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, appurtelements, 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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5. Hazard or Property Insurance. Borrower shall keep the Property, 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 impair 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

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Form 301 DFO

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17. Transfer of the Property or a Beneficial Interest in Borrower. If, in my 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 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 Substance. 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 23, "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 26, "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:

NON-UNITED 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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My Commission Expires 5/13/96
Notary Public, State of Illinois
Vanessa A. Lester
Notary Public Seal

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My Commission Expirer

DPB 1084

1994

whereunder my hand and official seal, this 10th day of October, 1994,
from and voluntary set, for the uses and purposes herein set forth
on this day in person, and Notarized before me, signed and delivered the said instrument as THREE

Personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before
me this day in person, and Notarized before me, signed and delivered the said instrument as THREE

PHILLIP D. POOLER AND SUSAN A. POOLER, HUSBAND AND WIFE

Notary Public in and for said

STATE OF ILLINOIS, COOK

County of

92903746

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Witness

(Signature)

Witness

(Signature)

Witness

(Signature)

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24. Riders 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.

Check off boxes

- 1-A Party Rider Adjustable Rate Rider Cordmilled Rider Cradled Unit Development Rider Fixed Payment Rider

Second Home Rider Other(s) Separately Second Rider Third Rider VA Rider

By signing below, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.