

PREPARED BY:
RITA MC KAY
SCHAUMBURG, IL 60173

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9 2 6 4 1 3 9 1

RECEIVED
MORTGAGE REC'D.
8/26/92
RECORDED
8/26/92
COOK CO.

RECORD AND RETURN TO:

LASALLE TALMAN BANK FSB
1900 EAST GOLF ROAD-SUITE L-10
SCHAUMBURG, ILLINOIS 60173

ATTENTION: RITA MC KAY

[Space Above This Line For Recording Data]

MORTGAGE

317542-1

92641391

THIS MORTGAGE ("Security Instrument") is given on AUGUST 21, 1992
EDWARD J. LAMBE
AND SUSAN L. LAMBE, HUSBAND AND WIFE

("Borrower"), This Security Instrument is given to
LASALLE TALMAN BANK FSB

DEPT-11
T#77777 THRN 1629 08/28/92 14:19:00
#3483 # 92-441391
COOK COUNTY RECORDER

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY FIVE THOUSAND FIVE HUNDRED 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, 2007. 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

LOT 1 IN NORMA ESTATES, A SUBDIVISION OF THAT PART OF LOT 5 IN COUNTY CLERK'S DIVISION IN SECTION 25, TOWNSHIP 42 NORTH, RANGE SEE COMPLETE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

04-25-100-069

which has the address of 2046 BRANDON ROAD, GLENVIEW
Illinois 60025
Zip Code

Streets, City,

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

(SMP-GRILL) 10101

VMP MORTGAGE FORMS - (312) 281-8000 - (800) 621-1241

DPS 1000

897
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100-10000
Form 301-106
Date 1986

writing to the payee of the obligation received by the lessor in a manner acceptable to the lessor (ii) contractor to record right the lessor in his or her name and holding over to the lessor in a manner acceptable to the lessor (iii) lessor to record right the lessor in his or her name and holding over to the lessor in a manner acceptable to the lessor.

3. Application of Requirements. Unless applicable law provides otherwise, all my means reasonably necessary to render under Paragraph 2;

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale to credit against the sum required by this Security instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law.

(including Lender), it Lender is subject to a condition) or in any individual form (such as a withdrawal) for the Fund's benefit. The Funds are pledged in addition security for all sums accrued by the Second Lender.

Broker firms or otherwise in accordance with applicable law.

(7) As amended in the same time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the funds

The provisions of paragraph 8, in view of the purpose of paragraph 8, may apply to the payment of amounts due under the agreement or the instrument of preliminary arrangement, where there are funds held by a trustee.

or ground rents on the Property, if any; (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 favor of the owner of the original or subsequent premium.

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 taxes and assessments which may affect directly or indirectly over the Security Instrument as a loan on the Property; (b) yearly taxes

1. Payment of Principle and Interest; Premium and Capitalized Premium and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

THIS SECURITY INSTRUMENT combines uniform documents for national use and non-uniform coveralls with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BURKOWSKI GOVERNANTS insist that Burgoawer is lawfully seized of the entire heretofore uninvaded land than the right to manage,

TOGETHER WITH all the improvements now or hereafter erected on the premises, and all添設物、新設物、和
fixtures now or hereafter in part of die property. All improvements and additions shall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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1 3 9 4 6 9 1

Form 3014-2/90
DPS 1002

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

to be severable.

17. Effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared null and void if the Property is located in the event that any provision of this Security instrument or the Note which can be construed with such conflict does not affect other provisions of this Security instrument or the Note.

18. Governing law: This Security instrument shall be governed by the law of the state or territory in which it was executed.

Security instrument shall be deemed to have been given to Lender when given in this paragraph.

Lender's address is the address of any office or branch of Borrower to whom notice to Borrower, Any notice provided for in this

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

it by first class mail unless otherwise specified. The notice shall be directed to the Property Address.

19. Notarized: Any notice to Borrower provided for in this Security instrument shall be given by delivery or by mailing

paraphyrament under the Note.

paying agent to Borrower. If a paying agent receives payment, the deduction will be treated as a partial repayment without any

borrower. Lender may choose to make this deduction by reducing the principal owed under this note or by marking it direct

to the permitted limit and (b) any sums already deducted from Borrower without exceeding principal limits will be refunded to

loan excess the permitted limits; then: (c) any such loan charge shall be reduced by the amount necessary to reduce the charge

and this law is finally implemented so that the interest of other loan charges collected or to be collected in connection with the

10. Loan, Clauses: If the loan secured by this Security instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security instrument or the law without that Borrower's consent.

accrued by this Security instrument; and (e) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

borrower's liability in the event of his Secured liability and (f) is not personally obligated to pay the sum

amount paid but does not exceed the Note; (g) is entitled to receive this Secured liability only to mortgagor, grant and convey that

borrower, Lender's successors and assigns shall be joint and several. Any Borrower who consigns this Secured

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

11. Successors and Assigns: Joint and several liability Co-signers. The covenants and agreements of this

instrument do not give or entitle.

of the sum demanded by this Security instrument by reason of any demand made by the original Borrower or Borrower's

compliance proceeding against any successor in the event of extension or payment modality amortization

not granted to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to

offer to the sum demanded by this Security instrument for payment of the time for non-delivery of this

12. Borrower Note Recitals: Following the date of writing, any application of proceeds to principal shall not exceed or

exceed the due date of the note and Borrower shall be liable to Lender for non-payment.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum

availed or settle a claim, for damages, or losses, or all other notice by Lender to Borrower than the covenants offered to make an

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the sum secured by

be applied to the sum secured by this Security instrument whether or not the sum due.

Lender is authorized to write or unless otherwise provided in writing or unless otherwise provided, the proceeds shall

be applied to the sum secured by this Security instrument whether or not the sum due.

before the taking, any balance left he paid to Borrower, in the event of a partial taking of the Property in which the

amount of the sum secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security instrument shall be reduced by the amount of the proceeds multiplied by the following proportion: (a) the total

market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by

Security instrument shall be reduced by the amount of the sum secured by this Security instrument whether or not the sum

whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the first

In the event of a final taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument,

shall be paid to Lender.

endemnification or other taking of any part of the Property, or for damage in loan of condominium, are hereby assigned and

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

Borrower notices or the time of prior to in respect specifically reasonable cause for the suspension.

9. Inspection: Lender or its agent may make reasonable examination between Borrower and Lender for application.

measurements required to maintain mortgage instrument in effect, or to provide a loss reserve, until the requirement for mortgage

lender, requires) provided by insurance becomes available and is obtained, Borrower shall pay

premiums may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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 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 attorney's 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 1021
Form 3014-1/80.

Initials:



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Form 301-19/90
Date 1983

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23. **Waiver of liability** Borrower waives liability of damages and expenses in the Property.

24. **Waiver of charge to Borrower** Borrower shall pay any recondition costs.

25. **Release** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

26. **Indemnity** Lender shall be entitled to collect all expenses provided in this paragraph.

27. **Proceeding** Lender shall be entitled to collect all expenses incurred in pursuing this paragraph or before the date specified in the notice, Lender, at its option, may cause immediate payment in full of all sums non-existent or a deficit on any due date, collection or追索权 to recover the amount and the expense, provided further by this Security Instrument without further demand and notice, it is agreed, any cause immediate payment in full of all sums due or before the date specified in the notice to recover the amount and the expense, it is agreed to assert in the court in which the Borrower is located to the extent to recover the amount and the expense, if the Borrower fails to pay further sum secured by this Security Instrument, for recovery by judgment and sale of the property, The notice shall further (d) that failure to cause the date specified in the notice may result in the expense and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured; and (f) a date, not less than 30 days after the date the notice is given to Borrower, by which the defaulter must be cured.

28. **Acceleration of payment** In this Security Instrument (but not prior to acceleration under paragraph 17 unless of any acceleration of payment under paragraph 20), the notice shall give notice to Borrower prior to acceleration under paragraph 17 unless

NON-UNIFORM COVENANTS. Borrower and Lender shall have power and agree as follows:

29. **Priority of liens** Lender, voluntary or involuntary, shall have the right to foreclose the property in this paragraph.

30. **Remedies and liens** Lender, voluntary or involuntary, shall have the right to foreclose the property in this paragraph.

31. **Subordination** Lender shall have the right to foreclose the property in this paragraph.

32. **Remedies available** Lender shall have the right to foreclose the property in this paragraph.

33. **Remedies available** Lender shall have the right to foreclose the property in this paragraph.

34. **Remedies available** Lender shall have the right to foreclose the property in this paragraph.

35. **Remedies available** Lender shall have the right to foreclose the property in this paragraph.

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44. **Remedies available** Lender shall have the right to foreclose the property in this paragraph.

45. **Remedies available** Lender shall have the right to foreclose the property in this paragraph.

46. **Remedies available** Lender shall have the right to foreclose the property in this paragraph.

47. **Remedies available** Lender shall have the right to foreclose the property in this paragraph.

48. **Borrower's Right to Retain** If Borrower makes certain conditions, Borrower shall have the right to have

49. **Security instrument** If Borrower fails to do either notice or demand on Borrower,

50. **Security instrument** If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

51. **Lender exercises rights options** Lender shall provide a period of notice of the transfer of the property or a period of time prior to the transfer of the property.

52. **Security instrument** However, if Lender is not entitled to exercise or prohibit by law as of the date

53. **Transfer of title** If Lender is not entitled to exercise or prohibit by law as of the date

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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 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 boxes)

- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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.

Witness

EDWARD J. LAMBE

(Seal)

Borrower

Witness

SUSAN L. LAMBE

(Seal)

Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS, COOK

County ss:

THE UNDERSIGNED
county and state do hereby certify that
EDWARD J. LAMBE AND SUSAN L. LAMBE, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of

August 1992

My Commission Expires:

"OFFICIAL SEAL"

Deanne M. O'Connor
Notary Public, State of Illinois
My Commission Expires May 14, 1994

Notary Public

92641292