

PREPARED BY:
ROBERT L. HOLZER
WHEATON, IL 60187

UNOFFICIAL COPY

9 2 6 4 5 5 3 9
COOK COUNTY ILLINOIS
FILED FOR RECORD

RECORD AND RETURN TO:

1992 SEP -1 AM 10:46

92645589

NBD MORTGAGE COMPANY
2000 SOUTH NAPERVILLE ROAD
WHEATON, ILLINOIS 60187

92645589

(Space Above This Line For Recording Data)

MORTGAGE

7840986

33

THIS MORTGAGE ("Security Instrument") is given on AUGUST 24, 1992
RICHARD J. CASHMORÉ
AND DEBORAH A. CASHMORÉ, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
NBD MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF DELAWARE, and whose
address is 900 TOWER DRIVE
TROY, MICHIGAN 48098
FIVE HUNDRED THOUSAND
AND 00/100 Dollars (U.S. \$ 500,000.00),

("Lender"). Borrower owes Lender the principal sum of
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 County, Illinois:

01-03-101-035-0000

which has the address of 9 - 11 BRINKER DRIVE, BARRINGTON HILLS
Illinois 60010 ("Property Address");
Zip Code

Street, City

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 6

DPS 1989
Form 3014 9/90

U.S. - 68 (IL) (910)

VMP MORTGAGE FORMS - (313)293-8100 - (800)821-7291

Includes: PAC

BOX 333

RDC

Call
Seyler
73-80-773 DB

92645589

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

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 then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of 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 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 fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 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: (a) 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; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address 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.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

92845749

initialed DAC RJK

UNOFFICIAL COPY

9 2 6 4 5 5 8 9

LEGAL DESCRIPTION RIDER

THAT PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE CENTER LINE OF BRINKER ROAD AT A POINT ON SAID CENTER LINE, 754.91 FEET (AS MEASURED ALONG SAID CENTERLINE) SOUTH OF THE NORTH LINE OF SAID SECTION 3; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.95 FEET; THENCE SOUTH 53 DEGREES 13 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 73.51 FEET; THENCE NORTH 37 DEGREES 05 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 53 DEGREES 13 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 64.60 FEET; THENCE SOUTH 37 DEGREES 40 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 33.39 FEET; THENCE SOUTH 41 DEGREES 57 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 43.89 FEET; THENCE SOUTH 51 DEGREES 37 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 68.13 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 79.07 FEET; THENCE SOUTH 59 DEGREES 35 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 75.01 FEET; THENCE SOUTH 55 DEGREES 54 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 46.84 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 26.64 FEET; THENCE SOUTH 23 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 35.20 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 44.38 FEET; THENCE SOUTH 23 DEGREES 53 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 95.08 FEET; THENCE SOUTH 51 DEGREES 00 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 115.45 FEET; THENCE SOUTH 43 DEGREES 29 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 178.93 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 256.36 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 62.90 FEET; THENCE NORTH 43 DEGREES 05 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 194.46 FEET AS MEASURED (NORTH 43 DEGREES 05 MINUTES 30 SECONDS WEST 194.46 FEET PER DEED); THENCE NORTH 82 DEGREES 27 MINUTES 30 SECONDS WEST FOR A DISTANCE 489.00 FEET AS MEASURED (NORTH 82 DEGREES 27 MINUTES 10 SECONDS WEST 489.00 FEET PER DEED); TO A POINT ON SAID CENTERLINE OF BRINKER ROAD; THENCE NORTH 01 DEGREES 26 MINUTES 50 SECONDS WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 109.48 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 535.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

92645589

Clerk's Office

UNOFFICIAL COPY

6 2 9 4 5 5 3 6

Page 5 of 8

FORM 1093

RJC

Form 3014 9/90
DPS 1093

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

without charge to Borrower. Borrower shall pay any recordation costs.

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

21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial

or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums

non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on

inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(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

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration to Borrower's breach

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

relate to health, safety or environmental protection.

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that

pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in

Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that

governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

residential uses and to maintenance of the Property.

storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or

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

information required by applicable law.

address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and

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

as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one

Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

not apply in the case of acceleration under paragraph 17.

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall

this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the

that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by

including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure

cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument,

Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)

Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

permitted by this Security Instrument without further notice or demand on Borrower.

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

less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Instrument.

Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it

7840986

685549266

UNOFFICIAL COPY

7840986

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

Richard J. Cashmore (Seal)
RICHARD J. CASHMORE Borrower

Witness

Deborah A. Cashmore (Seal)
DEBORAH A. CASHMORE Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS, COOK

County ss:

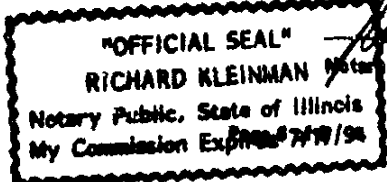
I, RICHARD KLEINMAN
county and state do hereby certify that
RICHARD J. CASHMORE AND DEBORAH A. CASHMORE, HUSBAND AND WIFE

, 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 29th day of August, 1992.

My Commission Expires:



DPS 1094

9265799