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Form 301A 8/80 (Rev. 1-14-81)

ILLINOIS - Single Family - Federal Home Finance Home Instrument

which has the address of 16 LONGWOOD WAY

Illinois 60439 ("Property Address")

Block

Street

LEMONT

LEMONT

COOK COUNTY, ILLINOIS

MSIS # *-92-667914

TIN# TRN 244 09/09/92 11:46:00

DEPT-JI

\$31.50

92667914

22-31-385-005-0000

SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
LOT 36 IN ALG RUN ACRES UNIT 2, A SUBDIVISION OF PART OF THE NORTH T 1/2 OF THE described property located in COOK
is situated and the Note, for this purpose, Borrower does hereby, now, and convey to Lender the following instrument and the Note, for this purpose, Borrower does hereby, now, and convey to Lender the security of this Security instrument and let the power of the power's convenants and agreements under paragraph 7 to provide the modifications of the Note, if the payment of all other sums, with interest, advanced under paragraph 7 to provide the security to Lender, if the repayment of the debt evidenced by the Note, with interest, and all rewards, extensions and securities to Lender, if not paid earlier, due and payable on SEPTEMBER 1, 2022. This Security instrument will the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2022. This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which provides for monthly payments, ("Borrower"), Borrower owes \$115,559.92, dollars (\$115,559.92). This debt is evidenced ("Lender"), Moreover, if not paid earlier, due and payable on ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED EIGHTY NINE AND 92/100 *****, dollars (\$115,559.92). This debt is evidenced 1010 HIGHWAY 251 SOUTH, ROCHELLE, IL 61068, and whose address is which is operated and existing under the law of THE STATE OF ILLINOIS
("Borrower"), This Security instrument is given to THE ASHTON BANK & TRUST COMPANY mortgagor is THOMAS J. DES LAURIES, JR., AND ESTHER M. DES LAURIES, HUSBAND & WIFE. The mortgagee is ROBERT C. SECURITY INSTRUMENT, is given on AUGUST 21, 1992

MORTGAGE

(Address)

BOX 116, ROCHELLE, IL 61068

8 RETURN TO: THE ASHTON BANK & TRUST
This instrument was prepared by:

[Space Above This Line For Recording Data]



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Together With all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures 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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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.

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.

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

1. Payment of Principal 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.

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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (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 Procedure Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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 shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain 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. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower if expended by this
Society for the purpose intended.

7. Protection of Landowner's Rights in the Property. It thorowly fails to perform the covenants and agreements contained in this Deed by instrument, or fails to pay in full any stipulated rights in the property.

positive due date of the liability payments referred to in paragraphs 1 and 2 of clause the amount of the payments positive due date of the liability payments referred to in paragraphs 1 and 2 of clause the amount of the payments

All insurance policies and renewals shall be acceptable to Landre and shall include a standard nonnegotiable clause:

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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 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.

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²² Member of the House of Commons who did the first of his model experiments in the laboratory.

However still promptly take all necessary remedial actions in accordance with the remedial law.
As used in this paragraph 26, "Hazardous Substance" are those substances which are hazardous substances
by law and the following substances; volatile, corrosive, other flammable or toxic persistent products,
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.

However shall promptly give under written notice of any tax, assessment, claim, demand, award or other action by

20. Hazardous Substances. Rotower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances or in the property. Rotowers shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any environmental law. The procedure may cause two sortees shall not apply to the property unless it is appropriate to the property or if the property is located near a body of water or a wetland area.

18. **Honorarwerte's Right to Resale.** If Honorarwerte meets certain conditions, Honorarwerte shall have the right to resell

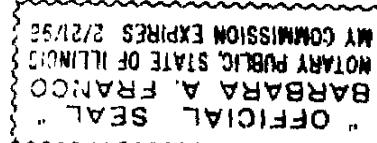
If I consider exercises this option, I would prefer to have a notice of acceleration. The notice should provide a period of at least 30 days from the date the notice is delivered or needed within which the owner must pay all sums accrued by me or less than 30 days from the date the notice is delivered or needed without further notice or demand on the owner.

16. **Information's Copy.** Borrower shall be provided one copy of the Note and of this Security Instrument.
 17. **Transfer of the Property or a Benefited Interests 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 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.

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Form 3014-8-90 (April 9, 1990)

GAMMAGEN SYSTEMS, INC., 311 GLACIER, MINNEAPOLIS, MINNESOTA 55433 (612) 871-5291



Given under my hand and official seal, this 27th day of August, 1992.

I, Notary Public in and for said county and state, certify that THOMAS JESSE LAURITERS, JR., AND ESTHER M. DEES, LAURITERS, are personally known to me to be the same persons (whose names(s) are) subscriber(s) to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as THIER free and voluntary act, for the uses and purposes herein set forth.

Notary Public in and for said county and state, certify that THOMAS JESSE LAURITERS, JR., AND ESTHER M. DEES, LAURITERS, I, A. FRAZER, Notary Public in and for said county and state, certify that THOMAS JESSE LAURITERS, JR., AND ESTHER M. DEES, LAURITERS, are personally known to me to be the same persons (whose names(s) are) subscriber(s) to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as THIER free and voluntary act, for the uses and purposes herein set forth.

My Commission expires
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