

PREPARED BY:
TRINITY MORTGAGE COMPANY
GLEN ELLYN, IL 60137

UNOFFICIAL COPY

RECORD AND RETURN TO:

92704743

TRINITY MORTGAGE COMPANY OF DALLAS
799 ROOSEVELT ROAD-BLDG 3-SUITE 220
GLEN ELLYN, ILLINOIS 60137

(Space Above This Line For Recording Data)

MORTGAGE

13826

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 16, 1992**
CHRISTOPHER S. CHAPMAN
AND MARY C. CHAPMAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
TRINITY MORTGAGE COMPANY OF DALLAS

DEPT-G1 RECORDING
RECEIVED SEP 17 1992 09/23/92 1110A100
COOK COUNTY RECORDER
92704743

which is organized and existing under the laws of **THE STATE OF TEXAS**
address is **799 ROOSEVELT ROAD BLDG 3-SUITE 220**
GLEN ELLYN, ILLINOIS 60137

92704743

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ **170,000.00**).

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 **OCTOBER 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 **LAKE** County, Illinois:

**LOT 199 AND LOT 200 (EXCEPT THAT PART OF LOT 200 LYING SOUTHERLY
OF A LINE DRAWN FROM A POINT IN THE WESTERLY LINE OF SAID LOT, 26.05
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION**

which has the address of **1449 EASTWOOD AVENUE, HIGHLAND PARK**
Illinois **60035** Zip Code

Street, City .

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP MORTGAGE FORMS - 1213/293-8100 - 1800/621-7281

Page 1 of 5

DPS 1839
Form 3014 9/90
Initials: *[Signature]*

33 50

UNOFFICIAL COPY

Form 3014 9/90
DPS 1980

9102-Dark

Digitized by srujanika@gmail.com

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment secured by the lien in a manner acceptable to Lender; (b) commutes in good faith the lien or (c) secures in full payment of the obligation secured by the lien in a manner acceptable to Lender.

4. **Chargers; Surtees;** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach prior to or during the term of this Agreement, and leasehold payments or ground rents, if any, which may accrue over this security instrument, and leasehold payments or ground rents, if any, which may accrue over this security instrument, and leases and impositions attributable to the property to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Third, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

Funds held by Lender, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the funds secured by

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.

time is past sufficient to pay the *Borrower* shall make up the deficiency. *Borrower* shall pay to *Lender* the amount necessary to make up the deficiency. *Borrower* shall make up the deficiency in no more than one hundred twenty days from the date of the notice given by *Lender*. If *Borrower* fails to pay the deficiency in accordance with the above terms, *Lender* may sue *Borrower* in writing, and, in such case *Borrower* shall pay to *Lender* the amount necessary to make up the deficiency.

If the funds held by Leander exceeded the amounts permitted under the applicable law, Leander shall account to Borrower for the excess funds held by Leander which exceed the maximums of applicable law. If the amounts held by Leander exceed the amounts permitted under the applicable law, Leander shall account to Borrower for the excess funds held by Leander which exceed the maximums of applicable law. Funds held by Leander at any time during the term of the Note or any other time will be used by Leander to satisfy its obligations under the Note.

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

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to pay the receiver any interest or penalties on the Funds,

verifying theorrow loaner may not charge interest on the amount advanced until the money is applied to the principal balance of the loan.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, or in any other bank.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future escrow fees or otherwise in accordance with applicable law.

1974 as demanded from time to time, 12 U.S.C., Section 2(d) et seq. ("RESPA"), unless another law shall apply 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.

The provisions of paragraph B, in lieu of the payment of mortgage insurance premiums, under my collection and hold funds in an amount not to exceed the maximum amount a lender for a federally insured mortgage loan may carry under the terms.

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; (f) any sums payable by Borrower to Lender, in accordance with

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 this Security Instrument as a lien on the Property; (b) yearly lessorhold payments

1. Payment of principal or interest on the debt evidenced by the Note and any prepayment, repayment, cancellation, or otherwise shall be made in lawfully obtained money and in accordance with the Note.

Variations by jurisdiction to conform to state and federal securities instruments must cover all real property.

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited application to the title to the property against all claims and demands, subject to any encumbrances of record, and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

BORROWER means any person or entity that borrows money or other property from **Lender**.
BORROWER'S AGREEMENTS shall mean Borrower's obligations under the Promissory Note, this Agreement, and all documents, instruments, agreements, and other documents executed by Borrower and Lender, except for such documents of record, Borrower's warranties, representations and covenants contained in this Agreement and in the Promissory Note, and such documents as may be necessary to effectuate the intent of the parties hereto to convey title to mortgagage, and such documents as may be necessary to perfect and protect the security interest of Lender in the mortgagage.

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 improvements and additions shall also be covered by this Security.

13826

Digitized by srujanika@gmail.com

928 FT

UNOFFICIAL COPY

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 13, 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

DPA 1081

Form 3014 9/80

UNOFFICIAL COPY

30 M

DFB 1092 Form 301A 9/90

Page 4

www.ARUL.COM

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

Digitized by srujanika@gmail.com

15. Governing Law; Security Instrument. 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 of this Security instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared

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 a applicable law requires delivery by personal service. The notice shall be directed to the Property 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 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.

payable to Borrower. If a reduced reduction produces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

13. Loan Charges. If the loan secured by this Security Instrument is subjected 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

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 Lemder 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 security to this Security Instrument; and (c) agrees that Lemder and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security Instrument at the sole without Borrower's consent.

Unless and otherwise agreed 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.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the demand offers to settle the claim, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum received by this Security instrument, whether or not then due.

10. (Condemnation). The proceeds of any award of 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

9. Inspection. Lender or its agent may make reasonable inspections upon and describe to the Agent at any time.

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 third party insurance ends in accordance with the terms and conditions set forth in the 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 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 ensure 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 1003
Form 3014 2/90

UNOFFICIAL COPY

DPS 1094

Page 5 of 6

Notary Publico

My Commission Expires: 4/12/96

Given under my hand and official seal, this day of April, 1996
for the uses and purposes therein set forth
I, **Christopher S. Chapman**, whose name(s) is subscribed to the foregoing instrument, appear before
me this day in person, and acknowledge(d) that **THEY** signed and delivered the said instrument at **THEIR**
personality known to me to be the same person(s), whose name(s) is subscribed to the foregoing instrument, appeared before

CHRISTOPHER S. CHAPMAN AND MARY C. CHAPMAN, HUSBAND AND WIFE
county and state do hereby certify that
a Notary public in and for said

STATE OF ILLINOIS, LAKE

County ss:

My Commission Expires 4/12/96
Notary Public, State of Illinois
Donald J. Heyman
OFFICIAL SEAL

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

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)

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

13826

UNOFFICIAL COPY

NON-LAWYER DESCRIPTION

LOT 199 AND LOT 200 (EXCEPT THAT PART OF LOT 200 LYING SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE WESTERLY LINE OF SAID LOT, 26.05 FEET SOUTHERLY OF THE NORTHWESTERLY CORNER OF SAID LOT TO A POINT IN THE EASTERLY LINE OF SAID LOT, SAID POINT BEING 26 FEET SOUTHERLY OF THE NORTHEASTERLY CORNER OF THE SAID LOT), ALL IN SHERWOOD FOREST SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTHEAST QUARTER OF SECTION 28 AND LOT 3 IN MOONEY'S COMMERCIAL SUBDIVISION, ALL IN TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1930 AS DOCUMENT 360987, IN BOOK "V" OF PLATS, PAGE 48, IN LAKE COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

927C4743

DPS 049