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BT 15 2733119

Return Recorded Doc To:
Bank One Mortgage Corporation
9399 W. Higgins Road, 4th Floor
Rosemont, IL 60018-4940
Attn: Post Closing Department

92758119

DEPT-11 RECORD.JT

\$31.00

[Space Above This Line For Recording Data]

MORTGAGE

T48888 TRAM 3541 10/13/92 12:14:00

\$2022 + *-92-758119

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **October 9, 1992** . The mortgagor is
DANIEL D. DIDIER AND LEANNE D. DIDIER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to **BANK ONE MORTGAGE CORPORATION**

which is organized and existing under the laws of **THE STATE OF DELAWARE** , and whose address is **BANK ONE CENTER/TOWER, 111 Monument Circle INDIANAPOLIS, INDIANA 46277-0010** (Tender"). Borrower owes Lender the principal sum of **One Hundred Six Thousand and No/100** ----- Dollars (U.S. \$ **106,000.00**).

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 **November 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:

LOT 1518 IN STRATHMORE SCHAUMBURG UNIT SEVENTEEN, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 15, 1976 AS DOCUMENT NUMBER 2,881,552. P.I. # 07-18-407-007.

92758119

which has the address of **2110 PARKVILLE RD** **SCHAUMBURG** [Street, City],
Illinois **60194** ("Property Address");
[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

2000-08101 (8105)

VHP MORTGAGE FORMS - (312)293-8100 - (800)521-7291

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Form 3014 9/90
Amended 5/91
Initials: *[Signature]*

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10. All documents must be submitted within 10 days of the giving of notice.

Borrower shall promptly over his Security Instrument unless Borrower: (8) agrees in writing to the payment of the amount secured by the instrument in a manner acceptable to Lender; (9) commits in good faith the lien to another person in a manner acceptable to Lender; (10) sells or leases the property which has priority over this Security Instrument unless Borrower:

A. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions distributable to the Property which may attach thereto by virtue of its Securitization, and to recordable payments or ground rents, if any. Borrower shall pay these obligations to the trustee provided in paragraph 2, or it has paid in full manner, Borrower shall pay them on time due date to the person named payable. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes payment directly to Lender, he shall promptly furnish to Lender records evidencing the payments.

3. **Appropriation of Resources.** Unless otherwise provided law provides otherwise, all payments received by Lenders 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return 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.

If the Funds held by Landlord exceed the amounts permitted to be held by applicable law, Landlord shall account to Borrower for the excess Funds in accordance with the requirements of applicable law; if the amount of the Funds held by Landlord at any time is greater than the amount paid by the Borrower, Landlord may so notify Borrower in writing, and, in such case Borrower shall pay to Landlord the amount necessary to make up the deficiency. Borrower shall take up the deficiency in no more than twelve months following the date of notice.

The Funds shall be held in an institution whose deposits are insured by a Federal Agency, trustworthiness, or entity (including the Escrow Lender, if Lender is such an institution) in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Account, Lender may not charge Borrowers for holding and applying the Funds, annually summarizing the escrow account, or verifying the Escrow Lender, unless Lender pays Fees to the Funds and permits Lender to make such a charge. The Escrow Lender, unless Lender pays Fees to the Funds and permits Lender to make such a charge, Lender may not charge Borrowers for holding and applying the Funds, annually summarizing the escrow account, or verifying the Funds, unless Lender shall be paid by the Funds for holding and applying the Funds, annually summarizing the escrow account, or verifying the Funds, and debits to the Funds and debits to the Funds for which each debit to the Funds was mutual accountings 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.

Lender or the duly indemnified payees 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 of ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly, annual, or 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".

1. **Properties of Principal and Litteral Charages.** Borrower shall pay interest on the principal of principal and interest; repayments and late charges due under the Note.

UNOPENED COVENANTS. ROMOWER AND LEADER COVENANT AND AGREEMENT AS FOLLOWS:

THIS SECURITY INSTRUMENT combines uniform coverages for residential use and non-urban commercial ventures with limited liability protection.

BORROWER COVENANTS that Borrower is lawfully seated at the estate hereby conveyed and has the right to wrongs, quiet and安宁的 occupancy the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and defend severally the title to the property against all claims and demands, subject to any encumbrances of record.

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 rights, easements and additons shall also be covered by this Security Instrument.

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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 payment 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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15. GOVERNING LAW; REVERBABILITY. This Security Instrument shall be governed by federal law and the law of the Commonwealth of Massachusetts. This Security Instrument is made in accordance with the Uniform Security Instrument Act, as amended from time to time, without giving effect to the conflict of laws provision. To this end the provisions of this Security Instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be accommodated without departing from the intent of the parties.

14. Notedee. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it to Notedee. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by delivering it or by facsimile to Borrower or Lender who gave it or by delivery to Lender or Borrower or Lender who gave it or by facsimile to Notedee.

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 fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the payment of principal, the reduction will be treated as a partial prepayment until a full repayment charge is levied.

12. Successors and Assignees 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 Section 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to the same extent as all other signers of this Security Instrument under the terms of this Security Instrument.

11. Borrower Notified; Robterreinice by Letter Not a Waiver. Exclusion of the time for payment of modification of the terms would 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 make any payment to any successor in interest of Borrower shall not be required to make any payment to any successor in interest of Borrower or Borrower's successors in interest. Lender shall not be required to make any payment to any successor in interest of Borrower or Borrower's successors in interest.

Unlikely leaders of tomorrow's alternative agree in warning, any application of proceeds to purchase small and extractive partnerships.

If the Property is damaged by Bottawer, or if, under notice of Lessor to Bottawer, that the condemnation orders so made in such action as to affect the Bottawer's interest in the Property, Bottawer shall, at his option, either to repair or restore or replace or to the sum secured by the Security, which ever of the three will.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other than any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspection. Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give 80 days notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Deficiencies may no longer be required, as the import of Letters, if unnecessary instances come to light, will be removed by an order after approval by the Board.

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

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 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 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.

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MY COMMISSION EXPIRES 12/13/94
NOTARIAL PUBLIC STATE OF ILLINOIS
CAROL A. WENNER
OFFICIAL SEAL

SAME ONE MORTGAGE CORPORATION
JOHN PENNAI

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Newly Public

My Corporation Expires:

On or under my hand and official seal, this 9th day of October, 1994,
I, Carol A. Wenner, Notarial Public and Notary, do hereby declare and acknowledge that
I have read and delivered to the above-named instrument, appeared before me this day in person, and acknowledged that
the subscriber to the foregoing instrument, personally known to me to be the same person(s) whose name(s)

is Negro People in said lot and country and state do hereby certify that

County ss:

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

STATE OF ILLINOIS, OCTOBER

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

Other(s) [Specify]

- Second Home Rider
 Rate Improvement Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Condominium Rider
 1-4 Family Rider
 Adjustable Rate Rider
 Standard Rider
 VA Rider

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
this instrument and all rights and obligations of the parties hereto under this instrument shall be governed by the terms and
conditions and agreements of such rider(s) as if the rider(s) were a part of this Security Instrument.

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