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92922583

[Redacted]

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POSTAL RECORDS MAIL TO:
LINDEN SERVICE CORPORATION
ATTN: LOAN SERVICE DEPARTMENT
P.O. BOX 608
GOSHEN, NY 12302-0008

92634601

92922583

PROPERTY
1-888-88734

(Please Adhere This Label For Recording Date)

MORTGAGE

DEPT-43 937 50
78777 FROM 1462 08/26/92 16.06 00
0004 0 78-92-634601
CASH CREDIT MEMORANDUM

THIS MORTGAGE ("Security Instrument") is given on August 25, 1992
by L. C. GIBSON, GRANTOR to Krista M. Gibson;

The mortgage is

("Borrower") This Security Instrument is given to FIRST FARMERS FUNDING

92634601

which is registered and existing under the laws of THE UNITED STATES OF AMERICA
located at P.O. BOX 608, GOSHEN, NY 12302-0008

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

Thirty-Eight Thousand and No/100

Dollars (U.S. \$ 38,000.00)

The debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the
repayment, with the full debt, if not paid earlier, due and payable on September 1, 2007. The Security
Instrument secured to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all reasonable expenses and
modification 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 the Security Instrument and the
Note. For this purpose, Borrower does hereby assign, grant and convey to Lender, the following described property located in
Cook County, Illinois:

"SEE LEGAL DESCRIPTION ATTACHED HERETO AND ALSO A PART HEREOF"

which has the address of 14955 WILLOWCREST CT 010 WILLOWCREST, IL 60448
Illinois ("Property Address");

Shawn, Cook

LINDEN Service Company - Provide Non-Recordable Also SEE OUR WEBSITE
CALL 1-888-887-3460

Page 1 of 2

Form 926 8/94
Recording Fee
\$ 1.00

92922583

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TOGETHER WITH all the rights and interests in the property... All of the foregoing is referred to as the Security Instrument in the "Property"

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage... and convey the Property and that the Property is unencumbered, except for encumbrances of record.

THIS SECURITY INSTRUMENT contains 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 prepayments 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 each due payment is due under the Note, and the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which bear an lien priority over the Security Instrument as a lien on the Property, (b) yearly household payments or ground rents on the Property, (c) yearly bonded or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) yearly mortgage amortization payments, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of any payment of mortgage amortization payments. These sums are called "Escrow Items."

The Funds shall be held in an institution whose deposits are insured by a federal agency, notwithstanding, or every (including Lender if Lender is such an institution) or in any Federal Reserve 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 a title insurance fee when the reporting services used by Lender for title insurance with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender at all not be required to pay Borrower an 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 accounting of the Funds, showing credits and debits to the Funds and the payments in which such debits to the Funds were 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, if such loan Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency as to more than regular 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 2, 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, fees and impositions applicable to the Property, which may attach priority over the Security Instrument, and household 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 proper 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 the Security Instrument unless Borrower is, in writing, to the payment of the obligation secured by the lien is a matter acceptable to Lender. (b) consents in good faith to the payment of the debt against enforcement of the lien in legal proceedings which is the Lender's primary objective in enforcing the lien or (c) receives from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over the Security Instrument, Lender may give Borrower a notice describing the lien. Borrower shall satisfy the lien or take care to discharge the lien at least within 10 days of the giving of notice.

5/20/2019

10/1/2019

1. Insured by... Borrower shall keep the... covered against loss by fire... The amount shall be... The amount... shall be... If Borrower fails to... coverage... Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and proceeds shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to audit the policies and accounts. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and names of agents. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may take part of loss if not made payable by Borrower.

If Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not impaired, the insurance proceeds shall be applied to the same. If not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the same extent as the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not repair within 90 days a notice from Lender that the insurance carrier has refused to make a claim, the Lender may apply the insurance proceeds to repair or restore the Property or in part when secured by the Security Instrument, whether or not then due. The 90-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds in principal shall not exceed or postpone the due date of the monthly payments provided in paragraph 1 and 2 or change the amount of the payments. If under paragraph 11 the Property is acquired by Lender, Borrower's right to any insurance proceeds and proceeds resulting from damage to the Property shall be for satisfaction shall pass to Lender to the extent of the sums secured by the Security Instrument immediately prior to the acquisition.

11. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower's Loan Application, Leasehold, Borrower shall not get occupied and use the Property in Borrower's principal residence within sixty days after the execution of the 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. Such covenant shall not be unreasonably withheld or waived or a day unreasonably past which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property or allow the Property to deteriorate or become waste on the Property. Borrower shall be in default if any forcible action or proceeding, whether civil or criminal, is taken that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the interest of the Security Instrument or Lender's security interest. Borrower may cure such a default and remedy as provided in paragraph 18, by curing the action or proceeding to be eliminated 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 interest secured by the Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the term of the loan, gives voluntarily title or insurance information or makes a claim to Lender for fire or 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 the Security Instrument is a Leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires the title to the Property, the leasehold and the title shall not merge unless Lender agrees in the merger in writing.

12. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, or a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, then Lender may be authorized for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying any sums required by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and carrying on the Property to make Cops. 1. Although Lender may take action under this paragraph 12, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 12 shall become additional debt of Borrower secured by the 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 regarding payment.

13. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by the 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 mortgage insurance coverage as required by the mortgage insurance previously in effect, at a rate voluntarily established by the Lender. If the mortgage insurance previously in effect, from an alternate mortgage source approved by Lender, is voluntarily or involuntarily terminated, coverage is not available, or Borrower shall pay to Lender each month a sum equal to one month's premium of the mortgage insurance previously being paid by Borrower when the mortgage coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loan reserve in lieu of mortgage insurance. Lender may

5/22/2009

Page 1 of 2

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payments may no longer be required... the Lender reports provided by an insurer approved by Lender...

18. Contamination. The proceeds of any award or claim for damages, direct or consequential, in connection with any contamination or other taking of any part of the Property...

In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by the Security Instrument... unless Lender and Borrower otherwise agree in writing...

If the Property is abandoned by Borrower, and if notice by Lender to Borrower that the conditions here to make an award or settle a claim for damages...

Unless Lender and Borrower otherwise agree in writing, any assignment of proceeds to principal shall not constitute a payment of the debt...

11. Borrower Not Released, Forfeiture or By Lender Not a Waiver. A statement of the time for payment or satisfaction of the obligations of the note secured by this Security Instrument...

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The conditions and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower...

13. Loan Charges. If the debt secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted to limit the amount of other loan charges collected or to be collected...

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering a copy in person to the first class mail under applicable law reports or of another method...

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located...

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16. Borrower's Covenants. Borrower shall... 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, in its option, require immediate payment in full of all sums secured by this Security Instrument. If not, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the 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 the Security Instrument. If Borrower fails to pay these sums a year or the expiration of this period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Substitution. If Borrower acquires certain interests, Borrower shall have the right to have substituted in the Security Instrument the subject in any case prior to the accrual of: (a) 30 days (or such other period as applicable law may specify) or non-payment; before sale of the Property pursuant to any power of sale contained in the Security Instrument; or (b) entry of a judgment enforcing the Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under the Security Instrument and the Note as if an acceleration law occurred; (b) cures any default of any other covenants or obligations; (c) pays all expenses incurred in enforcing the Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of the Security Instrument, Lender's rights in the Property, and Borrower's obligation to pay the sums secured by the Security Instrument shall remain unchanged. Upon substitution by Borrower in the Security Instrument and the obligations secured hereby shall remain fully enforceable as if no acceleration had occurred. However, the right to substitute shall not apply in the case of an acceleration under paragraph 17.

19. Right of First Offer/Change of Lender/Borrower. The lien of a partial interest in the Note (applicable with the Security Instrument) may be sold out or re-issued under a new name to Borrower. A sale may result in a change in the name of the "Lender/Borrower" that reflects monthly payments due under the Note and the Security Instrument. There may also be one or more changes of the Lender/Borrower associated to a sale of the Note. If there is a change of the Lender/Borrower, Borrower will be given notice and a right of first offer or opportunity to purchase with paragraph 18 above and applicable law. The notice will state the name and address of the new Lender/Borrower 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 as set in the Property. Borrower shall not do anything which causes or permits anything to be done to the Property which is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage in the Property of small quantities of hazardous substances that are generally accepted as being appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender a copy of any investigation, report, document, license or other notice by any governmental or regulatory agency or private party involving the Property and any Environmental Law or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that removal or other remediation of any hazardous substances 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" or their release or disposal or hazardous substances by Environmental Law and the following definitions: petroleum, biomass, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, asbestos containing materials or lead-based paint, and other hazardous substances. 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-RESCISSIBLE 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 that sets out 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 2a) under 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 substitute after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower in acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, in 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 attorney's fees and costs of this 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 reasonable costs.

23. Waiver of Insurance. Borrower waives all right of insurance coverage in the Property.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverage and agreements of each such rider shall be incorporated into and shall constitute and supplement the coverage and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check appropriate boxes!)

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Commercial Property Rider | <input type="checkbox"/> Financial Institution Development Rider | <input type="checkbox"/> Reverse Mortgage Rider |
| <input type="checkbox"/> Endorsement Rider | <input type="checkbox"/> Rent Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> F.A. Rider | <input type="checkbox"/> Other(s) (specify): | |

92634601

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in the documents executed by Borrower and recorded with it.

John C. Godfrey

JOHN C. GODFREY

KRISTA M. GODFREY, wife of John C. Godfrey, joins in this deed of Trust mortgage to convey any legal right or interest including power of curtesy rights, which she may have in the subject property.

STATE OF ILLINOIS

Cook County

I, the undersigned, a Notary Public in and for said State and duly sworn to the effect that JOHN C. GODFREY, married to Krista M. Godfrey and Krista M. Godfrey

personally known to me to be the same persons whose names subscribed to the foregoing instrument appeared before me this day in person, and advised me that they signed and delivered the foregoing instrument of their own free will and voluntary act for the purposes therein expressed.

Given under my hand and official seal this 11th day of August 1992

This instrument was prepared by LINCOLN SERVICE CORPORATION, P.O. BOX 949, QUENSDEN, ILL. 62382-0949

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this August day of 1982 and is incorporated into and shall be deemed to amend the Application for Mortgage, Deed of Trust or Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's

loan.

of the Property and covering the Property described in the Security Instrument and located at

14000 WILLOW CREST ST 919, HIGHLAND, IL 60440

(Property Address)

The Property includes a unit together with an undivided interest in the common elements of a condominium project known as

WILLOWCREST CONDOMINIUM

(Name of Condominium Project)

58234800

(the "Condominium Project") if the Owners Association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the assets, personnel and liability of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant as set forth below:

A. **Condominium Obligations.** Borrower shall assume all of Borrower's obligations under the Condominium Project's Condominium Documents. The "Condominium Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) rules or regulations; and (iv) other operational documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Condominium Documents.

B. **Insured Interest.** So long as the Owners Association maintains with a generally accepted insurance carrier a "blanket" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage on the premises, for the periods, and against the risks which Lender requires, including fire and lightning included within the term "extended coverage," then:

(a) Lender reserves the provision of Uniform Covenant 2 for the amount of payment to Lender of the yearly premium rate charges for insured interests on the Property; and

(b) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed fulfilled to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a Contribution of hazard insurance proceeds in lieu of replacement or repair following a loss to the Property, whether in the case of a common element, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the debt secured by the Security Instrument, with any interest due to Borrower.

C. **Public Liability Insurance.** Borrower shall take such action as may be reasonable to assure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent to coverage to Lender.

D. **Condemnation.** The proceeds of any or all claims for damage, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the

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(d) all of the covenants, conditions, and terms of the Security Instrument, in full and as amended, are hereby assigned and shall be applied to Lender. Such provisions shall be applied by Lender to the extent secured by the Security Instrument as provided in Uniform Covenants 3d.

F. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either purchase or otherwise dispose of the Property or cause to

(i) the abandonment or termination of the Condominium Project, except by abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any other act in any provision of the Condominium Declaration if the provision is for the express benefit of Lender;

(iii) termination of the Condominium Association and assumption of all management of the Owners Association; or

(iv) any action which would have the effect of reducing the public liability insurance coverage maintained by the Owners Association except as to Lender.

F. Remedies. If Borrower does not pay the debt or does not comply with any of the covenants or conditions when due, then Lender may pay them. Any amount advanced by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amount shall be due on the date of advance at the then rate and shall be payable, with interest, upon demand by Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Condominium Rider.

 JOSH S. BEFFERT

(Seal)
 Borrower

 (Seal)
 Borrower

 (Seal)
 Borrower

 (Seal)
 Borrower

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CAROL MOSELEY BRAUN
RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES
COOK COUNTY, ILLINOIS

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OF A

TO

Document No. _____

Record Book No. _____

Page _____

118 NORTH CLAY STREET • CHICAGO, ILLINOIS 60602-1387 • (312) 443-3090

(FORM 76)