

# UNOFFICIAL COPY

WHEN RECORDED MAIL TO

Household Bank, f.s.b.

92939761

100 Mittel Drive  
Wood Dale, IL 60191  
LOAN NUMBER: 6300545

DEPT-01 RECORDING \$31.00  
T91111 TRAN 2320 12/14/92 12:31:00  
S5711 A #--92-939761  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 28TH, 1992**.  
The mortgagor is **KEVIN H. JOHNSON AND DARLENE A. JOHNSON, HIS WIFE.**

Household Bank, f.s.b., which is organized and existing under the laws of **UNITED STATES**, and whose address is **100 Mittel Drive, Wood Dale, IL 60191**.

("Borrower"). This Security Instrument is given to ("Lender"). Borrower owes Lender the principal sum of **EIGHTY SIX THOUSAND SIX HUNDRED AND NO/100 Dollars (U.S. \$ 86,600.00)**. 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 1ST, 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 123 (EXCEPT THE EAST 33 FEET THEREOF) IN FOREST RIVER SUBDIVISION OF THE NORTH 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PIN #03-36-103-025

92939761.

which has the address of **134 BONNIE BRAE LANE**  
**(Street)**

**MT PROSPECT**  
**(City)**

**Illinois 60056** **(Zip Code)** **("Property Address")**

**ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
**ITEM 1070L1 (9292)**

**MFIL3112 - 04/92**

**B4/15**

**Form 3014 9/90 (page 1 of 6 pages)**  
**Great Lakes Business Forms, Inc. ■**  
**To Order Call: 1-800-630-9292 ■ FAX: 616-761-1131**

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1-800-800-0008 FAX 1-800-800-0008  
1-800-800-0008 FAX 1-800-800-0008

(adapted from *The aged*, 1976, 110-111)

(2020) 31:6781–6811

5. **Hazard or Property Insurance.** Sourcower shall keep the improvements now existing or hereafter erected on the land subject to the terms of one of the policies of insurance herein referred to as follows:

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) conveys in good faith the lien by or delegates authority to Lender's attorney of law to take any action necessary to foreclose the lien; or (c) secures from Lender a written agreement of the parties to the contrary.

4. **Chargess; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to die property which may alldin priority over his Security Instrument, and lesastional payments or ground rents in any. Borrower shall pay these obligations in die manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on the same datecally 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 reciepts under this paragraph.

### **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 principal due; and last, to any late charges due under this Note;

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

The Funds shall be held in an escrow whom depositories 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 change Borrower for holding and applying the Funds, usually analyzing the Escrow account, or verifying the Escrow items. Unless Lender pays Borrower interests on the Funds and applies law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser service used by Lender in connection with his loan, unless applicable law provides otherwise. Unless an independent real estate appraiser is made of application law requires Lender to pay a fee in addition to the fees of the Funds. Borrower, an annual accounting 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 Lender shall shall be paid in writing, however, that interest shall be paid on the Funds or earnings of the Funds. Borrower and Lender may agree in writing, however, that interest shall not be required to pay Borrower any interest upon payment of the Funds. Borrower and Lender shall not be liable to pay Borrower any interest upon payment of the Funds.

responsible estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

UNIQUE MARK CVERNIAK I.S., Sonowal and Lederer covered by the Note and late charges due under the Note.

LINIGORM COVENANTS. Both owner and lesinder covenant and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform mechanics for individual use and non-uniform conveniences with limited variations by which it is designed to consult with a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the certain hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, without ever waiving and will defend generally the title to the Property against all claims and demands, subject to any

TOGETHER WITH all the improvements now or hereafter erected on the premises, with the fixtures, furniture, fittings, fixtures, and equipment all of the foregoing is referred to in this Security instrument as the "Property".

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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 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 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

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Q/A&L (Las Vegas Business Forms, Inc.)

TELEGRAM (1920)

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

rehearsed permitted by this Security Instrument further notice or demand on Borrower.

If Leader exercises his option, Leader 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 accrued by this Securitry instrument if Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any

Without Landlord's prior written consent, Landlord may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercisable by Landlord if exercise is prohibited by federal law as of the date of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. - If all or any part of the Property is sold or transferred (or if a beneficial interest in Borrower) is sold or transferred and Borrower is not a natural person)

Each of the following paragraphs shall be deemed to contain one or more paragraphs, to the extent and in the proportion that the Board deems necessary, for the purpose of carrying out the intent of this Section.

provided for in this section, insurance shall be deemed to have been given which is given as provided in this paragraph.

14. Notices. Any notice to Bottowser provided for in this Section shall be given by delivery or by mail to Bottowser at its principal place of business or at such other address as Bottowser may designate in writing. Any notice given by mail shall be deemed given when deposited in the United States mail addressed to Bottowser at its principal place of business or to such other address as Bottowser may designate in writing. Any notice given by delivery shall be deemed given when delivered to Bottowser at its principal place of business or to such other address as Bottowser may designate in writing.

a direct payment to Borromex. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charges under the Note.

**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 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 limits; then: (b) any sums already collected from Borrower which exceed 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 charge to the principal limit; and (c) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower.

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 responsible for fulfilling this Security Instrument only to the extent of his/her share of the liability; and (b) is not personally liable for the obligations of the other Borrower(s). 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 responsible for fulfilling this Security Instrument only to the extent of his/her share of the liability; and (b) is not personally liable for the obligations of the other Borrower(s). 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 responsible for fulfilling this Security Instrument only to the extent of his/her share of the liability; and (b) is not personally liable for the obligations of the other Borrower(s).

Unsupervised learning of bottom-up associations in humans may facilitate the extraction of category and theme information.

posphone die due date of die montlyty paymments referred to in paragraphs 1 and 2 or change die amount of such paymments.  
11. Borrower (not P-Released; Forbearance By Lender) . Extension of die time for payment of  
modification of amount zatuto of die sums secured by this Security Instrument granted by Lender to any successor in interest  
of Borrower shall not affect the liability of the original Borrower's successors in interest under  
of Borrower shall not affect the liability of the original Borrower or Borrower's successors in interest under  
otherwise modified by Lender to release die sums secured by this Security Instrument by reason of any demand made by die  
otherwise modified by Lender to release die sums secured by this Security Instrument by reason of any demand made by die  
otherwise modified by Lender to release die sums secured by this Security Instrument by reason of any demand made by die

numbers recorded by this Society instrument, whether or not due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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, all its costs, expenses, attorney's fees, and reasonable compensation for the preparation of the documents, and the transfer of title to the Property as if the Property were sold at public auction.

Property in which the fair market value of the Property immediately before the taking is less than the amount of the sum 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

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the property, 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, the proceeds shall be applied to the sums secured by the property in proportion to the total amount of the sums secured by the property immediately before the taking.

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

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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.

192-03576

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Form 304A 9/90 (page 6 of 6 pages)  
100 McCall Drive, Wood Dale, IL 60191  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/18/84  
CAROL A. WENNER  
Official Seal

ITEM 18760 (1982)

(Name) **Laura Sucar**  
100 McCall Drive, Wood Dale, IL 60191

(Address) **Holiday Park  
Household Bank, E.S.B.**

This instrument was prepared by **Laura Sucar**

Scribbled Note

day of **July**, **1990**

Given under my hand and official seal, this

fourth

free and voluntary act, for the above named purposes herein set and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that **Laura Sucar** signed

subscribed to the foregoing instrument, personally known to me to be the same person(s) whose name(s) **Laura Sucar**

do hereby certify that **Laura Sucar**, a Notary Public in and for said county and state,

County of **Cook**, State of **Illinois**,

STATE OF ILLINOIS,

County of

Borrower (Signature) **Laura Sucar** (Seal) **Laura Sucar** (Seal)

Borrower (Signature) **Barbene A. Johnson** (Seal) **Barbene A. Johnson** (Seal)

Witness: **Laura Sucar**

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Instrument (Check applicable box(es))
- |  |  |   |   |   |   |  |  |   |
|--|--|---|---|---|---|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/>                       | <input type="checkbox"/>                   | <input type="checkbox"/>                  | <input type="checkbox"/>                        | <input type="checkbox"/>                                | <input type="checkbox"/>                        | <input type="checkbox"/>                   | <input type="checkbox"/>               | <input type="checkbox"/>                    |

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 instrument, the rider(s) were a part of this Security Instrument. (Check applicable box(es))