

# UNOFFICIAL COPY

92001533

WHEN RECORDED MAIL TO:

Household Bank, f.s.b.

100 Mittel Drive  
Wood Dale, IL 60191  
LOAN NUMBER: 6001002

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 7, 1991.  
The mortgagor is CONNIE R. DOREMUS AND JANET D. DOREMUS, HUSBAND AND WIFE

Household Bank, f.s.b.,  
which is organized and existing under the laws of  
100 MITTEL DRIVE, WOOD DALE, IL 60191

("Borrower"). This Security Instrument is given to

, and whose address is

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

SIXTY TWO THOUSAND AND 80/100  
Dollars (U.S. \$ 62,000.00). 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  
JANUARY 1, 1992. 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 929 IN STRATMORE SCHAUMBURG UNIT NUMBER 11, BEING A SUBDIVISION  
OR PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 31 NORTH, RANGE  
10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 07-10-213-014

: DEPT-01 RECORDING# \$31.50  
: T01111 TRAN 266 01/02/92 14177100  
: 09504 1 0 2-92-001533  
: COOK COUNTY RECORDER

92001533

which has the address of 101 CUMBERLAND DRIVE  
[Street]

, SCHAUMBURG  
[City]

Illinois 60194 ("Property Address");  
[Zip Code]

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876.L1 (9103)

MFIL3112-04/91

Form 3014-9/90 (page 1 of 6 pages)

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Form 3014-96/9 (Page 2 of 2 pages)

00161-21978-1431

**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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees to pay in full the amount of the payment secured by the lien in a manner acceptable to Lender; (b) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) agrees to pay in writing to the Lender a sum equal to the amount of the payment secured by the lien plus interest thereon at the rate of twelve percent (12%) per annum from the date of the payment to the date of payment to the Lender.

Properties which may alienate from this Security Instrument, and leasehold payments or fees of any kind, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if Borrower makes these payments directly. Borrower shall promptly furnish to Lender to each recipient

### 3. Application of Payments.

Funds held by Lender under Paragraph 21, Lender shall acquire or sell the Property prior to the acquisition of 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 Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Secured by this instrument.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the interest, fees, charges, Lender may not charge for holding and applying the Funds, and apply the excess amount of vesting the Lender, unless Lender pays Borrower to pay the Funds and applicable law permits Lender to make such a charge. However, Lender may not charge for holding and applying the excess amount of vesting the Lender, or vesting the Lender, Lender may not charge for holding and applying the Funds, unless Lender pays Borrower to pay the Funds and applicable law permits Lender to make such a charge. Unless an otherwise provided in this Agreement, Lender may not charge for holding and applying the Funds, unless Lender pays Borrower to pay the Funds and applicable law permits Lender to make such a charge. Lender may not charge for holding and applying the Funds, unless Lender pays Borrower to pay the Funds and applicable law permits Lender to make such a charge. Lender may not charge for holding and applying the Funds, unless Lender pays Borrower to pay the Funds and applicable law permits Lender to make such a charge. Lender may not charge for holding and applying the Funds, unless Lender pays Borrower to pay the Funds and applicable law permits Lender to make such a charge.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly insurance of sound rents on the Property, if any; (b) yearly liability insurance of property interests held as a lien on the Property; (c) yearly hazard or property liability insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Taxes and Insurance Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount set forth in the Mortgagor's Note.

1. Payment of Premium and Interest: Premium and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**UNIFORM COVENANTS.** Bottower and Lender covenant and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform covenants for naked and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

HORRORWIR GÖLTZENANIS trial Borrower is lawfully seized of the estate hereby conveyed and has the right to sue for the recovery of the same and to defend generally the title to the Property against all claims and demands, subject to any counterclaims and defenses of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter made part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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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(a) 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 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 for estate 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

ITEM 187613 (9103)

Form 3014 9/90 (page 1 of 6 pages)

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Form 314-9105 (Rev. 9-28-71)

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**18. Borrower's Right to Remodel.** If Borrower meets certain conditions, Borrower shall have the right to have such remodeling or reconstruction as Borrower may desire, provided that Borrower shall pay all costs of such remodeling or reconstruction.

If Landlord exercises this option, Landlord 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, Landlord may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

in it is sold or rented for a beneficial interest in Borrower's home, whether or not a portion of the proceeds of such transaction is used by Lender to pay off the balance of the Note. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, if Lender determines that the exercise of such option shall not be exercised by Lender or if Lender is prohibited by federal law as of

16. Borrower's copy. Borrower shall be given one contemporaneous copy of the note and of this security instrument.

**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. In the event that any provision of this Security Instrument or the Note is found to be ineffective, non-enforceable or unenforceable, to this end the provisions of this Security Instrument shall not affect other provisions of this Security Instrument and the Note will still be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are given effect without the conflicting provision.

**14. Notes.** Any notice to Borrower provided for in this Security instrument shall be given by deliverying it or by mailing it by first class mail unless application of another method, the notice shall be given by deliverying it or by mailing it by registered or certified mail unless application of another method, the notice shall be given by deliverying it or by mailing it by other address designates by notice to Lender. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security instrument or by deliverying it or by mailing it by other address designated by notice to Lender.

13. **Loan charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limits; then (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (c) any loans already collected from the borrower which exceeded permitted limits will be repaid to the borrower under the terms of the Note.

**12. Successors and Assigns Bound, Joint and Several Liability; Co-signers.** The covenants and agreements of this Security instrument shall bind and benefit all successors and assigns of Lender and several. Any Borrower, subject to the provisions of paragraph 17, Borrower's executors and administrators shall be joint and several. Any Borrower, subject to the provisions of paragraph 17, Borrower's executors and administrators shall be liable to the same extent as Borrower for the payment of the principal sum and interest due hereunder and any other amounts payable by Borrower under this Security instrument. Lender may sue either or both of them, or either or both of them together, for the payment of the principal sum and interest due hereunder and any other amounts payable by Borrower under this Security instrument.

11. Borrower shall not operate or release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be a waiver of or preclude the exercise of any right or remedy.

unless I understand Bormann differently agree in writing, any application of proceeds to participation shall not exceed or

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of sole a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sale of the property in satisfaction of this Security Instrument, whether or not the due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing.

any condensation or other leaking of any part of the property, or for conveyance in lieu of condensation, we hereby assignd and shall be paid to Landlord.

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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 tenor 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 substance: 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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(Address)

122 N. Dearborn Street, Chicago, IL 60602

(Address)

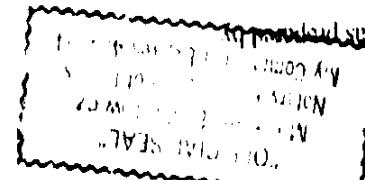
122 N. Dearborn Street, Chicago, IL 60602

This instrument was prepared  
by [Signature] Notary Public  
Notary Public No. [Redacted]  
My Commission Expires [Redacted]

[Signature]

[Signature]

[Signature]



My Commission Expires [Redacted]

Given under my hand and official seal, this

23rd

day of DECEMBER

1991

for the

and delivered the said instrument as this day  
free and voluntary act, for the uses and purposes herein set  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed  
and personally known to me to be the same persons(s) whose name(s) are

do hereby certify that I, ANNIE S. DODDING AND JANET D. DODDING, HUSBAND AND WIFE

, a Notary Public in and for said county and state,

County of

STATE OF ILLINOIS.

Social Security Number (Seal) Borrower  
Social Security Number (Seal) Borrower  
Social Security Number (Seal) Borrower

Social Security Number (Seal) Borrower  
Social Security Number (Seal) Borrower  
Social Security Number (Seal) Borrower

Witness:

Securly [Redacted] and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this

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

Instrument [Check applicable box(es)]  
This Securly instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Securly instrument as if the rider(s) were a part of this Securly instrument. If one or more riders are executed by Borrower and recorded together with this Securly instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Securly instrument as if the rider(s) were a part of this Securly instrument.

900-1332