

# UNOFFICIAL COPY

FIRST FINANCIAL BANK, FSB  
1305 Main Street  
Stevens Point, WI 54481  
Attn: Contract Servicing

Cindy

92024668

REC'D-OI RECORDING

\$33.50

14000000 TRAN 0224 01/14/92 10:00:00  
COOK COUNTY RECORDER

92024668

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  12/17/91

The mortgagor is

Frank J Chambers and Dawn A Chambers, Husband and Wife  
("Borrower"). This Security Instrument is given to First Financial Bank, FSB

which is organized and existing under the laws of The United States of America . and whose  
address is 1305 Main Street, Stevens Point WI 54481

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

Ninety one thousand five hundred seven and 23/100 Dollars (U.S. \$ 91,507.23).  
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 December 1, 2017.  
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 11 in Block 15 in Winston Knolls Unit 3, being a subdivision of parts of Section 19, 20, and 29, and 30, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois on January 23, 1970 as Document 21,065,060.

Permanent Index Number 02-30-207-005

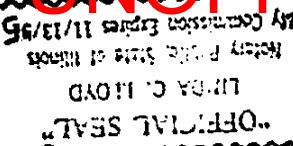
which has the address of  
Illinois 60195  
(Zip Code)

3940 N Firestone Drive  
("Property Address")

Hoffman Estates (Street, City).

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Form 3014 9/90



"OFFICIAL SEAL"

This instrument was prepared by: L M Nelson

My Commission Expires: 11/13/95

Given under my hand and official seal, this 17th day of December, 1991  
free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
. personally known to me to be the same person(s) whose name(s)

Patricia J. Chauvin and David A. Chauvin  
Linda C. Hoad  
STATE OF ILLINOIS,  
Cook County ss:

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

in any ride(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

Witnesses:

Check applicable box(es):

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

Adjusable Rate Rider       Condominium Rider       Family Rider       Other(s) [Specify] Rider       V.A. Rider  
 Biweekly Payment Rider       Planned Unit Development Rider       Balloon Rider       W.A. Rider  
 Biweekly Payment Rider       Rate Improvement Rider       Second Home Rider       Grand unified Payment Rider

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

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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 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."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines 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 prepayment 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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (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 insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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 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 an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any 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 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.

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, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve 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 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.

**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, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold 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 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 receipts evidencing the payments.

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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Form 301a 9/90

23. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.

without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21, including, but not limited to, reasonable attorney fees and costs of title evidence.

20. Proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

sueered by this Security Instrument without further demand and may foreclose this Security Interest in full of all sums

or before the date specified in the notice. Lender, at his option, may require immediate payment in full of all sums

non-existent or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on

imform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice of the sums

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(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

(b) the action required to cure the default under the applicable law provides otherwise). The notice shall specify:

of any covenant or agreement in this Security Instrument (but not prior to acceleration under any paragraph of the Borrower's breach

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:

NON-BINFORMAL COVENANTS. Borrower and Lender further covenant and agree as follows:

20. Environmental Law. Environmental laws and laws of the jurisdiction where the Property is located shall relate to health, safety or environmental protection.

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 of communities, natural resources, and radioactive materials, toxic

pesticides and herbicides, volatile solvents, corrosive, ignitable, flammable or toxic products, radioactive materials, toxic

environmental law and the following substances: asbestos, lead paint, mercury, cadmium, other dangerous substances by

all necessary remedial actions to coordinate with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

or which Borrower has actual knowledge. If Borrower fails to do any government regulation or regulation authority, the

governmental or regulatory agency or party involving the Property and any Hazardous Substance or Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

residential uses and to maintenance of the Property.

20. Hazardous Substances. Borrower shall 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 proceeding two sentences shall not apply to the presence, use,

or release of small quantities of Hazardous Substances that are generally recognized to be normal

storage on the Property of any Environmental Law. The proceeding two sentences shall not apply to the presence, use,

or release of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

address of the new Loan Servicer in accordance with paragraph 17 above and applicable law. The notice will state the name and

given written notice of the new Loan Servicer intended to a sale of the Note. If there is a change of the loan Servicer, Borrower will be

or make changes of the new Loan Servicer under the Note and this Security Interest. There also may be one

as the "Loan Servicer") that collects monthly payments due under the Note and this Security Interest. The Note may be one

Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity holding

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 Note (together with this Security

Instrument) to another entity without notice or demand on Borrower.

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

Lender exercises his option, Lender may specially for reinstatement) before sale of the Property pursuant to any power of sale contained in this

applicable law may provide a period of time prior to the earlier of: (a) 5 days (or such other period as

contorlment of this Security Instrument dictated certain conditions. Borrower shall have the right to have

18. Borrower's Right to Remise. If Borrower meets certain conditions, Borrower shall have the right to remise

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

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 his option, require immediate payment in full of all sums secured by this

Security Instrument. For example, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it

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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 payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a finding 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, appealing an award, 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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16. **Borrower's Copy.** Borrower shall be given one 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 jurisdiction in which the Property is located. In the event any provision or clause of this Security instrument is held to be contrary to applicable law, such clause shall not affect other provisions of this Security instrument and the Note are declared given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared given effect without the conflicting provision.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless otherwise required by law or by arrangement in writing.

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 reasonably 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; and (b) any sum already collected from Borrower which exceeded the amount permitted to him will be refunded to Borrower. Under many choices to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payout under the Note.

12. **Accessories and Assignments Bound:** Joint and Several Liability: Co-signers. The coverings and guarantees of this Security Instrument shall bind and benefit the successors and assigns, if Leader and Borrower, subject to the provisions of paragraph 17. Borrower's coverings and assignments shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security instrument only to minimize legal expenses; and (b) agrees that his signature on this Note is a personal obligation and not a corporate one.

11. Borrower Not Released: Forfeiture shall not be by Lender or any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

awarded or set aside a claim for damages, the wronger fails to respond to the notice within 30 days after the date the notice is given, and under is authorized to collect a damage, whereby the proceeds, at his option, either to restoration or repair of the property or to the sums secured by this Security instrument, whether or not then due.

In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument which ever 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, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 less than the amount of the sums 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 are then due.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. **Inspection.** Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give

penalties may no longer be imposed if the amount of damage is negligible; it is the opinion of the author that such a provision would be acceptable in the present law.

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## RIDER A

This constitutes a Rider to a certain Continuation Note and a certain Continuation Mortgage/Deed of Trust of even date herewith. All parties agree that this Rider is incorporated into and made a part of said Continuation Note and said Continuation Mortgage/Deed of Trust.

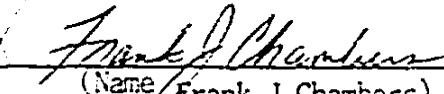
In consideration of Borrower consenting to the modification of Borrower's Note dated November 23, 1987 (the "Original Note") and to the modification of that certain Mortgage/Deed of Trust given by Borrower as mortgagor, dated the same date as the Original Note and recorded in the office of the ~~REEDS~~ Cook  
County Recorder of Cook County, Illinois at  
~~Vol. 1000, Book 100, Page 100~~, Document Number  
87638392 (the "Original Mortgage"), and in further consideration of One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

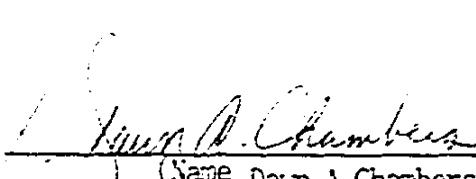
The Continuation Note is given to the Lender not in payment of but as additional evidence of and continuation of Borrower's agreement to pay the indebtedness evidenced by the Original Note, which Original Note and indebtedness remain unpaid to the extent of the principal payable under the Continuation Note.

The Continuation Mortgage/Deed of Trust is given to secure the debt evidenced by the Original Note with the same priority and to the same extent and as a continuation of the Original Mortgage covering the property as described in the Continuation Mortgage/Deed of Trust.

The Continuation Note and Continuation Mortgage/Deed of Trust are intended by the parties to amend the restate in their entirety the terms of the Original Note and Original Mortgage.

Dated: 12/17/91

  
Frank J. Chambers  
(Name Frank J Chambers)

  
Dawn A. Chambers  
(Name Dawn A Chambers)

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Property of Cook County Clerk's Office

92024668