

PREPARED BY:
ROBERT L. HOLZER
WHEATON, IL 60187

UNOFFICIAL COPY

92063328

COOK COUNTY, ILLINOIS

RECORD AND RETURN TO:

1992 JAN 31 AM 10:30

92063328

NBD MORTGAGE COMPANY
2000 SOUTH NAPERVILLE ROAD
WHEATON, ILLINOIS 60187

(Specify Above This Line For Recording Date)

MORTGAGE

7716327

THIS MORTGAGE ("Security Instrument") is given on JANUARY 23, 1992
ARTHUR D. TUCKMAN
AND SOPHIA C. TUCKMAN, FKA SOPHIA SLOWIK

. The mortgagor is

("Borrower"). This Security Instrument is given to
NBD MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF DELAWARE , and whose address is 900 TOWER DRIVE
TROY, MICHIGAN 48098 ("Lender"). Borrower owes Lender the principal sum of SEVENTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 75,000.00).

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 FEBRUARY 1, 2007 . 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 172 IN ZEMON'S CAPITOL HILLS' SUBDIVISION UNIT 8, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, TOGETHER WITH PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

08-24-400-013

which has the address of 276 DIAMOND HEAD DRIVE, DES PLAINES [Street, City],
Illinois 60016 ("Property Address");
[Zip Code]

[Street, City],

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291
800-621-7291

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DPS 1088
Form 3014 9/90

Initials: RDT
LCT

BOX 15

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Form 3014-9/80
DPA 1080

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Form 6R (1) 9/10/11

Borrower shall promptly discharge any lien in a manner acceptable to Lender; (b) contains in good faith the written agreement to the payment of the obligation secured by the lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the lien in the amount accepted by Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender's opinion operate to prevent the enforcement of the lien; or (d) legal proceedings which in the opinion of Lender's attorney to take one or more of the actions set forth above within 10 days of the giving of notice.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment. If Borrower owes payments, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. To the person owed payment, Borrower shall furnish to Lender all notices to be paid under this paragraph. These obligations in the manner provided in Paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay 4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions actually payable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 payable under the Note.

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 in 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 Borrower twelve monthly payments, at Lender's sole discretion. If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the deficiency in no more than three months to pay to Lender the amount necessary to make up the deficiency. To cover such deficiency in such case Borrower shall pay to Lender the amount necessary to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case 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 shall be liable to pay the Escrow Items when due, Lender shall give to Borrower for the excess funds held by Lender to pay a one-time charge for the independent real estate tax reporting service.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debt to the funds made. The funds are pledged as additional security for all sums secured by this Security Instrument. Without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the funds, used by Lender in connection with this loan, unless applicable otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for the independent real estate tax reporting service verifying the Escrow Items, unless Lender, for holding and applying the funds, naturally analyzes the escrow account, or Escrow Items. Lender may not charge Borrower for holding and applying the funds, unless Lender to make such Escrow Items. Lender 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 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 Escrow Items or otherwise in accordance with applicable law. Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expected losses of future losses a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, 1974 as amended rules may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of related mortgage loans may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." If any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender to pay the Escrow Items, or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attain priority over this Security Instrument as a lien on the Property; (a) yearly taxes Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (1) Payment of Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Borrower shall promptly pay when due the Note.

1. Payment of Prerequisites. Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited 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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, instruments 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".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Prerequisites; Prepayment and Late Charges. Borrower shall promptly pay when due the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited 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.

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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".

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 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 DPS 1001
Form 3014 / 9/80
Initials: *JCT*

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Form 3014-9/90
DPS 1082

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DMR-UR(II) 18101

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

Without charge to Borrower, Borrower shall pay any reconnection costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without cost.

21. Acceleration; Remedies. Lender shall have the right to collect all expenses incurred in pursuing the remedies provided in this paragraph
Proceeding. Lender shall be entitled to recover all costs of collection by judicial
securied by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
or before the date specified in the note, Lender, at its option, may require immediate payment in full of all sums
non-existent or a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured on
information 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 procedure. The notice shall further
(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
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required under paragraph 17 unless
of any covenant or agreement in this Security Instrument (but not prior to acceleration of the breach
Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration if the Borrower's breach
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that
perticipates in herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in
Environment Law and the following substances: gasoline, kerosene, other flammable products, toxic
all necessary remedial actions in accordance with Environmental Law.
relate to health, safety or environmental protection.

any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take
any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take
of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that
governmental or regulatory agency or private party involving the Environmental Law, Borrower shall provide to the
Hazardous Substances cause of any investigation, claim, demand, lawsuit or other action by any
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any
residential uses and to initiateance of the Property.

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
Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any
information required by law.

19. Sale of Note. Change of Loan Service. The Note or a partial interest in the Note (together with this Security
Instrument) may be sold out or more times without prior notice to Borrower. A sale may result in a change in the entity (now or
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 advance 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 law.

not apply in the case of a partial interest in the Note.

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 a partial interest in the Note.

Lender shall continue unchanged, Upon reinstatement by Borrower, this Security Instrument and the
Lender shall continue unchanged, but not limited to, reasonable attorney fees; and (d) makes such action as Lender may reasonably require to assure
that the loan of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by
including, but not limited to, reasonable attorney fees; and (d) makes such action as Lender may reasonably require to assure
curves any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument;
Security Instrument; or (b) carry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays
Security Instrument; or (b) carries out the requirements of the Note as if no acceleration had occurred; (b)
Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred;
amplifiable law may specifically for reinstatement) before sale of the Property pursuant to the earlier of: (a) 5 days (or much other period as
entitled to this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or much other period as
permitted by this Security Instrument without further 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
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not
of this Security Instrument.

Security Instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date
Lender's prior written or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without
is a holder or transferred prior written notice of acceleration, Lender may invoke immediate payment in full of all sums secured by this
If Lender exercises this option, Lender shall give Borrower notice of acceleration. If all or any part of the Property or any interest in it

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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 covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witness

Arthur D. Tuckman

(Seal)

Borrower

Witness

Sophia C. Tuckman

(Seal)

Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, a Notary Public in and for said county and state do hereby certify that ARTHUR D. TUCKMAN AND SOPHIA C. TUCKMAN, FKA SOPHIA SLOWIK

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

Given under my hand and official seal, this 23rd day of

January 1993
Denise R. Drewke

My Commission Expires:

"OFFICIAL SEAL"
DENISE DREWKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/31/94

Notary Public

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