128390SH

## UNOFFICIAL COPY, 2

WHEN RECORDED MAIL TO

Household Bank, f.s.b

100 Mittel Drive Wood Dale, IL 60191 LOAN NUMBER: 6003693

92079372

-92-079372

(Space Above This Line For Recording Data)-**MORTGAGE** 

THIS MORTGAGE ("Security Instrument") is given on

JANUARY 24TH

, 1992

TIMOTHY C. SAYLOR AND ANNETTE L. SAYLOR, HIS WIFE

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

Household Bank, (.).b.

which is organized and existing under the laws of

UNITED STATES

, and whose address is

100 Mittel Drive, Wood Dale, IL

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

SEVENTY FOUR THOUSAND AND NO/100 \_\_

). This debt is evidenced by Borrower's note dated the same date as this Security 74,000.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

. This Security Lists ment secures to Lender: (a) the repayment of the debt evidenced FEBRUARY 1ST, 2022 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 "he Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

THE WEST 1/2 OF LOT 10 IN FRANK DELUGACH'S 79TH STREET ESTATES, A SUBDIVISION OF THE EAST 1/2 (EXCEPT RAILROAD RIGHT (F WAY AND EXCEPT THE EAST 500 FEET IMMEDIATELY WEST OF AND ADJOINING THE KAILROAD RIGHT OF WAY) OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NEST 1/2 (EXCEPT THE RAILROAD RIGHT OF WAY) OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING

\$31.50

T\$6666 TRAN 9241 92/06/92 15:33:00

\$9967 \$ H \*-92-079372

BRIDGEVIEW

[City]

COOK COUNTY RECORDER

which has the address of 7707 WEST 79TH PLACE

[Street]

Illinois

60455 (Zip Code) ("Property Address");

ILLINOIS -- Single Family -- Fannle Mae/Freddle Mac UNIFORM INSTRUMENT ITEM 1878L1 (9103) MFIL3112-04/91

Form 3014 9/90 (page 1 of 6 pages) Great Lakes Business Forms, Inc. 🚟 To Order Cell: 1-600-530-9393 | FAX 816-791-1131

... 1-909-930-9393 ☐ FAX 818-791-1131

: 18-36-103-02

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 this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es)]

	Household Bank, f.s.b., (Name) 100 Mittel Drive, Wood Dale, IL 60191 (Address)
Kiteur Landarekas	My Commission espires:  "OFFICIAL SEAL"  Victoria Kavalauskas  Natary Public, State at Illinois  My Commission Express 1-12104  My Commission Express 1-12104
See1 , YAAUNAL lo yab H'	forth. Given under my hand and official seal, this
free and voluntary act, for '5's vices and purposes therein set	and delivered the said instrument as
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they	
me to be the same iscrson(s) whose name(s)	, personally known to
TLE L. S.YLOR, HIS WIFE	do hereby certify that TIMOTHY C. SAYLOR AND ANNE
, a Motary Public in and for said county and state,	h The underwarphed
Control so:	STATE OF ILLINOIS,
Social Security Number	Social Security Number
(ISSZ)	(les2)
ANNETTE L. SAYLOR Social Security Number 359-64-0933	TIMOTHY C. SAYLOR  Social Security Number  Social Security Number
Witness: Juku Langimakao	Winness:
BY SIGNING BELOW, Borrower accepts and agrees 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.	
	Other(s) [specify]
provement Rider Second Home Rider	Balloon Rider Rate Imp
Unit Development Rider Biweekly Payment Rider	Graduated Payment Rider Planned
inium Rider 1-4 Family Rider	Adjustable Rate Rider Condomi
	respondent [Cycck applicable box(cs)]

(E016) 979(81 M311

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 price to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occurve 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 otherwive 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, erresentations 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 Eupherty 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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Form 3014 9/90 (page 4 of 6 pages)

ILEM 1876L4 (9103)

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

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

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which jurisdiction in which the Property is located, in the event that any provision or clause of this Security Instruction or the Mote

15. Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the

ın this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Len ler when given as provided first class mail to Lender's address stated herein or any other address Lender designates by 100'ce to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any anix to Lender shall be given by mailing it by fust class mail unless applicable law requires use of another method. The notice shall be directed to the

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

prepayment charge under the Mote.

a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any sums already collected from Lorrower which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan charge chall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or ourse. San charges collected or to be collected in connection

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan Borrower's consent.

sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the corns of this Security Instrument or the Note without that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Instrument but does not execute the Note: (a) is our spaing this Security Instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreerients shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound. Joint and Several Liability; Co-signers. The covenants and agreements of this

not be a waiver of or preclude the exercise of any right or remedy. original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the shall not be required to continence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower of Borrower's successors in interest. Lender

modification of amor ization of the sums secured by this Security Instrument granted by Lender to any successor in interest Extension of the time for payment or 11. Borrower Av. Peleased; Forbearance By Lender Not a Waiver.

postpone the due care of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

sums secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Property is abandoned by Borrower, or if, after nouice by Lender to Borrower that the condemnor offers to make are then due.

otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums Property immediately before the taking. Any balance shall be paid to Borrower, In the event of a partial taking of the fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following accured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

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

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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. Hazardov. 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 viol, tio 1 of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property (a 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 I ender 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 kinewledge. 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 a tions 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: gesoline, 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 virtuer covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to norrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrumer's (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, reasonal le 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.

32079372 free and voluntary act, for the less and purposes therein set and delivered the said instrument as their subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Eney bangis , personally known to me to be the same person(s) whose name(s) 916 do hereby certify that TIMOTHY C. SAYLOR AND ANNETTE L. SAYLOR, HIS WIFE In The uniterior a Notary Public in and for said county and state, STATE OF ILLINOIS, Social Security Number Social Security Number тэмоттой. Borrower. (Seal) (Seal) Social Security Number. Social Security Number SLL9. 89-SEE 329-64-0933 Horrower. ANNETTE L. SAYLOR Borrower. (Seal) (Scal) Witness: Witness: Security Instrument and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Other(s) [specify] Second Home Rider Rate Improvement Rider Balloon Rider Biweekly Payment Rider Planned Unit Development Rider Graduated Payment Rider 1-4 Family Rider Adjustable Rate Rider Condominium Rider Instrument. [Check applicable box(cs)] supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

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day of

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3661

forth.

(Address)

My Commission axpires: ▲ ▲

Household Bank, f.s.b.,

This instrument was prepared to we war

Given under my hand and official seal, this

100 Mittel Drive, Wood Dale, IL 60191

My Commission Express 1-17234 Morally Public, State of Humons Victoria Kavalauskas "OFFICIAL SEAL"