

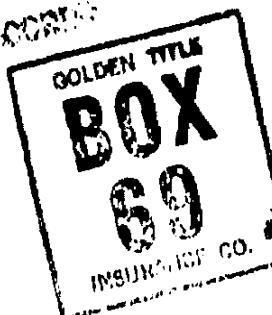
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92101428

70008888

THIS IS A PURCHASE MONEY MORTGAGE

PETER REED



[Space Above This Line For Recording Data]

MORTGAGE

92101428

1977-1978
1978-1979
1979-1980

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 13, 1992**, The mortgagor is
STEVEN C. ANDERSON and ELIZABETH A. ANDERSON Husband and Wife

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

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKFORD d/b/a MEGAVEST CORPORATION

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 812 N. MAIN STREET, ROCKFORD, IL 61103

(“Lender”), Borrower owes Lender the principal sum of

EIGHTY FOUR THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 84,800.00).

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 **MARCH 1, 2022**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

LOT 68 IN WEATHERSFIELD UNIT 2, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1968 AS DOCUMENT NUMBER 17587718, IN COOK COUNTY, ILLINOIS.

TAX ID #: 0720319001

which has the address of
Illinois

1933 W. WHITTIER LANE

SCHAUMBURG

Other City

30193

[Suppl.]

ILLINOIS • Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

129P -6R(IL) (9120)

www.huffingtonpost.com/2011/06/01/white-house-memo_n_860011.html

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Form 3014-9/90

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WD-GR(1L) (1971)

Borrower shall pay to the Lender on the day immediately preceding the due date of payment of the Note, a sum equal to the amount of the Note plus interest thereon at the rate of 12% per annum from the date of the Note until paid, plus any additional amounts due under the Note.

3. Payment of Taxes and Assessments. Lender may require Borrower to pay to the Lender any taxes or assessments which become due and payable by Borrower. Borrower shall pay such taxes and assessments to the Lender within ten days after receipt of notice from the Lender.

4. Chattel Leases. Lender shall have the right to require Borrower to pay all taxes, assessments, charges, fines and impositions ultimately payable to the Proprietor of the property to which the leasehold interest in the property is subject.

5. 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;

6. Security Instruments. Lender shall apply over this Security Instrument payments of ground rents, if any, Borrower shall pay these which may accrue prior to the date of payment of the Note.

7. Right of Setoff. Lender may set off all sums secured by this Security Instrument against any sums held by Lender to meet obligations to Lender, to any tax, charge or debt due to Lender, to any late charges due under the Note.

8. Right of Substitution. Lender may substitute any item in the security instrument for another item of like value held by Lender.

9. Right of Sale. Lender may sell the property to which the security instrument relates to satisfy any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to the Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

10. Right of Foreclosure. Lender may foreclose on the property to satisfy any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

11. Right of Action. Lender may sue in any court of competent jurisdiction to collect any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

12. Right of Recovery. Lender may recover from the Proprietor any amount due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

13. Right of Subrogation. Lender may be subrogated to any claim of the Proprietor against the property to satisfy any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

14. Right of Replevy. Lender may repossess the property to satisfy any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

15. Right of Removal. Lender may remove any fixtures, equipment, chattels and personalty from the property to satisfy any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

16. Right of Detraining. Lender may detrain any fixtures, equipment, chattels and personalty from the property to satisfy any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

17. Right of Retention. Lender may retain any fixtures, equipment, chattels and personalty from the property to satisfy any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

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22. Right of Retention. Lender may retain any fixtures, equipment, chattels and personalty from the property to satisfy any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

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26. Right of Retention. Lender may retain any fixtures, equipment, chattels and personalty from the property to satisfy any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

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29. Right of Retention. Lender may retain any fixtures, equipment, chattels and personalty from the property to satisfy any debt due to Lender, to any late charges due to Lender, to any taxes, assessments, charges, fines and impositions payable to the Proprietor, to any debts due to Lender, to any debts due to Lender's employees, or to any debts due to Lender's successors, assigns, heirs and executors.

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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 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

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13. **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 clause of the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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 charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded the charge to the permitted limits and (c) any sums already collected from Borrower which exceed the charge to the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under 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 the successors and assigns of co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of this Note without notice to Barrower.

11. **Borrower Not Released; Paymentee Not a Waiver.** Extension of the time for payment of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the time for payment of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower if Borrower fails to pay the principal amount of the Note when due.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make any award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security instrument whether or not then due.

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

11. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of office-taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. **Inspection.** Leader or his agent may make reasonable entries upon and inspections of the Property. Leader shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

allowable amounts may no longer be calculated, at the option of Lender, if mortgagor insures the property under a policy of insurance covering the same amount as the amount of the mortgage.

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21. **Agreement or agreement** in this Security Interest (but not prior to acceleration following Borrower's breach of any applicable law provided 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) the authority to exercise after acceleration and sale of the property. The notice shall further inform this Security Interest (but not prior to acceleration) by sending proceedings and sale of the property. The notice shall further inform this Security Interest after acceleration and sale of the property. The notice shall further inform this Security Interest after acceleration and sale of the property. The notice shall further inform this Security Interest after acceleration and sale of the property.

22. **Release.** Upon payment of all sums secured by this Security Interest, Lender shall release this Security Interest to Borrower, Borrower shall pay any reasonable costs.

23. **Waiver of lisitemen.** Borrower waives all right of homestead exception in the Property.

NON-UNIFORM COVARIANTS. However, and under further refinement and usage as follows:

Borrower shall promptly written notice of any liquidation, claim, demand, lawsuit or other action by and to whomsoever or in accordance with law.

20. Hazardous Substances. Boronite shall not cause or permit the presence, use, disposal, storage, or release of any

19. Sale of Note—Purchase of Loan Servicer. The Note or a partial interest in the Note may be sold by the Securitizing Institution to another bank without prior notice to the Noteholder. A sale may result in a change in the entity claiming to be the Noteholder.

UNIVERSITY OF TORONTO LIBRARY SYSTEM
UNIVERSITY OF TORONTO LIBRARY SYSTEM

18. Borrower's Right to Rescind. If Borrower meets certain conditions, Borrower shall have the right to have application law may specify for rescission before sale of the Property pursuant to any power of sale contained in this Security instrument or (b) entry of a judgment entitling this Security instrument. Those conditions are that Borrower: (a) pays Lentor all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) pays Lentor all sums with interest accrued thereon as of the date of acceleration; (c) pays Lentor all fees and expenses incurred in enforcing this Security instrument; (d) takes such action to pay the sums secured by this Security instrument that Borrower deems necessary to assure that the intent of this instrument is carried out; and (e) pays all expenses of attorney's fees, costs and other expenses incurred in enforcing this Security instrument.

If a creditor exercises this option, a creditor 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 to Borrower 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, Lender may invoke any remedies permitted pursuant to this instrument.

16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this security instrument.
17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it 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, in his opinion, require immediate payment in full of all sums secured by this instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument.

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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 Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 V.A. Rider Other(s) (specify) _____

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.

Witnesses:

(Seal)

ELIZABETH A. ANDERSON

Social Security Number

(Seal)
Borrower

Social Security Number

(Seal)
Bennett

Social Security Number

Social Security Number
STATE OF ILLINOIS.

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Social Security Number
STATE OF ILLINOIS.

Social Security Number

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1. linear

1. Mutter

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

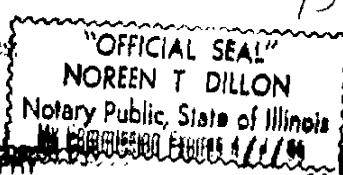
Steven C. Anderson + Elizabeth A. Anderson, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

1347 day of February 1892.

My Commission Expires

H-2-95



NOTARY PUBLIC

This Instrument was BUILT
JENNY MURPHY

MEGAVEST CORPORATION

1250 NW HIGGINS ROAD, SUITE #470

HOFFMAN ESTATES, II 80125