

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$29.50  
T#2222 TRAK 8834 02/25/92 14:22:00  
\$2582 + B \* 92-118485  
COOK COUNTY RECORDER

4/12/765/KL 151

(Space Above This Line For Recording Date)

This instrument was prepared by:  
**MARGARETTEN & COMPANY INC.**  
625 NORTH CT PALATINE, IL 60067

## MORTGAGE

61200704

THIS MORTGAGE ("Security Instrument") is given on February 18th, 1992.  
The mortgagor is SCOTT TRESSELT, DIVORCED AND NOT SINCE REMARRIED

This Security Instrument is given to

**MARGARETTEN & COMPANY, INC.**

under the laws of the State of New Jersey, and whose address is  
One Ronson Road, Iselin, New Jersey 08830

Borrower owes Lender the principal sum of

Ninety Thousand, Two hundred and 00/100

Dollars

(U.S. \$ 90,200.00). 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 1st, 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:

THE EAST 1/2 OF LOT 4 IN BLOCK 4 IN ARTHUR T. MCINTOSH AND  
COMPANY'S CHICAGO AVENUE FARMS BEING A SUBDIVISION IN THE  
SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS  
PIN# 02-16-402-009-0000

which has the address of

228 N CLYDE AVE PALATINE, IL 60067

("Property Address");

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.

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625 NORTH CORTLAND, 3RD FLOOR  
PALESTINE, IL 60067

MARGARETTEN & COMPANY, INC.

REGULAR MAIL - FORM 5 (Rev. 5/91)

5

ILLINOIS - SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
Form 3015/90

MAIL TO:

Given under my hand and official seal, this 18th day of February 1992

I, the undersigned, a Notary Public in and for said county and state, do hereby certify, that before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared free and voluntarily act, for the uses and purposes herein set forth.

Notary Public, State of Illinois  
My Commission Expires 7/9/95  
KELLI KING  
My Official Seal

Notary Public, State of Illinois  
My Commission Expires 7/9/95

Given under my hand and official seal, this 18th day of February 1992

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

STATE OF ILLINOIS, COOK

BORROWER

BORROWER

SCOTT TRESSEL-BORROWER

92118485

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 this Security Instrument.

The following riders are attached:  
NO RIDERS ATTACHED

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, 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.



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**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 any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**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 that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed 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, at its option, require immediate payment in full of 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 of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 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. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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**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 principal due; second, to amounts payable under Paragraphs 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Interest, and leasehold payments or ground rents, if any, Borrower shall pay directly to the Person entitled thereto, or to its agent paid in that manner. Borrower shall pay them on time directly to the Person who makes these payments directly. Borrower shall promptly furnish to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall furnish to Lender full notices of amounts to be paid under this paragraph. If Borrower fails to furnish to Lender full notices of amounts to be paid under this paragraph, Lender may deduct from the amount of any payment made by Borrower under this paragraph the amount of any payment which Lender has made to the Person entitled thereto, or to its agent paid in that manner.

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 months after the date of notice. Lender shall 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.

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 applies law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser used by Lender in connection with this loan, unless Lender provides otherwise. Unless an appraisal 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.

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 leases and assessments which may attach priority over this Security instrument as a lien on the Property; (b) yearly premiums 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. "Funds," "Lease," "Security Items," "Lender," "any time," "collect" and "hold Funds in an amount not to exceed the maximum amount a Lender for a generally-reacted mortgage loan may require for Bottower's escrow account under Section 17 of the Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may 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 expenses of future Escrow items or otherwise in accordance with applicable law.

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13. **Loan Charges.** If the loan secured by this Security Instrument is subjected to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) Any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limits; and (b) Any sum already collected from Borrower which exceeds the permitted limit 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 Assig�ns Bound; Joint and Several Liability; Co-Signers. The covenaunts and agreements of this Securiyy instrument shall bind and benefit the successors and assig�ns of Lender and Borrower, subject to the provisions of this instrument.

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 such payments. 11. Borrower Not Released; Probate; Instruments by Lender Not a Waiver. Extension of the time for payment or modification 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 Lender in respect of the sums so secured by this Security Instrument or to commence proceedings against Lender in respect of the sums so secured by this Security Instrument or to amend or modify the terms of this Security Instrument or to extend the time for payment or to release any part of or to mortgagor's successors in interest. Any proceeding by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower to make an 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 the event of a total taking of the Property, the proceeds, shall be applied to the sums secured by this Security Instrument, whether or not the sums are then due, and shall be paid to Lender, unless any excess paid to Borrower, in the event of a partial taking of the Property in which the value of the Property immediately before the taking is equal to or greater than the amount of the Property in which the 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 market value of the Property immediately before the taking is less than the amount of the Property in which the market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provided by 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 action or claim for damages, direct or consequential, in connection with any condemnation of any part of the Project, for convenience in lieu of condemnation, are hereby assigned

Any amounts disbursed by Lennder under this Paragraph / such become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lennder 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 Lennder to Borrower requesting payment.

7. Protection of Lenders' 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 Lenders' rights in the property, Lenders may sue to protect their interests.

After the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary 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 its failure to proceed, whether by court or trimminal, is begun that in Lender's good faith judgment could result in forfeiture of action on the Property, unless Lender certifies in writing that all the provisions of this Agreement have been complied with and the fee title shall not merge unless Lender agrees to the merger in writing.

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Property of Cook County Clerk's Office

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