

PREPARED BY:  
PAT BEYER  
BLOOMINGDALE, IL 60108

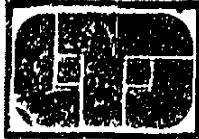
# UNOFFICIAL COPY

92246088

RECORD AND RETURN TO:

AMERICAN SECURITY MORTGAGE  
125 EAST LAKE STREET-SUITE 201  
BLOOMINGDALE, ILLINOIS 60108

: DEPT-01 RECORDING \$31.00  
: 14444 TRAN 6919 04/10/92 11:47:00  
: 45044 4 D \*- 92-246088  
: COOK COUNTY RECORDER



**LENDERS  
TITLE GUARANTY**

4801 Emerson St., Suite 102  
Palatine, IL 60037  
(708) 303-6200

[Space Above This Line For Recording Data]

Box 291

MORTGAGE

4004438

THIS MORTGAGE ("Security Instrument") is given on MARCH 31, 1992  
ODDIE RAY WILEY  
AND JESSIE WILEY, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to  
AMERICAN SECURITY MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 125 EAST LAKE STREET-SUITE 201  
BLOOMINGDALE, ILLINOIS 60108  
SEVENTY SEVEN THOUSAND  
AND 00/100

Dollars (U.S. \$ 77,000.00).

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 APRIL 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 43 IN EHLER AND WENBORG'S COUNTRY GARDENS UNIT NUMBER 5 BEING A  
SUBDIVISION OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER  
(1/4) (EXCEPT THE NORTH 660 FEET OF THE WEST 660 FEET THEREOF), OF  
SECTION 15, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

92246088

03-15-110-005-0000

which has the address of 115 GARDEN LANE, PROSPECT HEIGHTS  
Illinois 60070  
Zip Code

Street, City .

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

VMP -6R(IL) 9101

VMP MORTGAGE FORMS 1013293-8100 48001621 7291

Page 1 of 6

DPS 1089  
Form 3014 9/90

Initials

X O.R.W.  
X J.W.

31 -

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X Z.W.  
X A.H.

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DPS 1080

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more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice indefinitely the lien. Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over another instrument of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against encroachment of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the Plaintiff or the defendant action secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien Borrower makes these documents drifts); Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower owes any debts to Lender, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. To the person owing payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in this instrument provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attach 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 and reasonable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amount payable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale; a credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve months by Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may do so by 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 if the Funds held by Lender exceeded the amounts permitted to be held by applicable law, Lender shall account to Borrower debt in the Funds was 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, Lender shall not be required to pay Borrower any interest or earnings on the Funds, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement service a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender holds and applies law permits Lender to make such Escrow items. Lender may not charge Borrower interest on the Funds and applicable law permits Lender to pay the funds to pay the Escrow items. Lender is subject to any Fidelity Loan Back, Lender shall apply the Escrow account, or including Lender, if Lender is subject to institution whose deposits are insured by a federal agency, instrumentality, or entity The Funds shall be held in accordance with applicable law.

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 expenditures of future Lender may collect and hold Funds in an amount not to exceed the lesser amount, sets a lesser amount, so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan 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, in accordance with and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly flood insurance premiums, or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest. Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender govern 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

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, instrument. All of the foregoing is referred to in this Security instrument as the "Property".

features now or hereafter a part of the property. All improvements and additions shall also be covered by this Security together with all the improvements now or hereafter erected on the property, and all easements, appurtelements, and

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Form 3014 9/90  
DPS 1092

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

Security instruments shall be deemed to have been given to bona fide of claimant which given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing prepayment charge under the Note.

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; then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (c) any such loan charge shall be reduced under the principles set forth above.

12. Successors and Assigees Bound; Joint and Several Liability; Security Instruments of this Agreement and Agreements of Lenders and Borrower, subject to the provisions of this Paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Security instrument or the Note without the Note Borrower's consent.

11. Borrower Not Released; Postponement of the Time for Payment or Modification of the Agreement of the Lender Not Released; Extrication of the Lender from Any Remedy. Any right of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to prepayments shall not exceed one-half 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 condemned offers to make available to the Lender a replacement instrument, Borrower fails to respond to Lender's demand to restore the Property or to the summandem, Lender is authorized to collect, for damages, Borrower's bills to respond to Lender within 30 days after the date the notice is given award or settle a claim for damages, Borrower, either to restoration or repair of the Property or to the summandem.

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 due, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this market instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amounts of the sums secured by this market instrument immediately before the taking shall be applied to the sums secured by this Security Instrument whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this market instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.

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

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.

payments may no longer be required, at the option of Lender, or moratorium instrument coverage (in the amount and for the period specified in accordance with any written agreement between Borrower and Lender or applicable law).

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5. Hazard or Property Insurance. Borrower shall keep the improvement, 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 1081

Form 3014 9/90

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DPS 1093

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LMP-GRILL (9101)

KMP · GRILL (9101)

23. Whether or not Homestead, Borrower waives all right of homestead exemption in the property.  
DPS 1093 Form 3014 9/90

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

21. Accelerations Remedies, Lender shall give notice to Borrower 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; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured. (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, regardless of sale of the Property. The notice shall further inform Borrower of the right to remit late 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 shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph securing by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums secured by this Security Instrument further demand and may foreclose this Security Instrument in full of all sums before the date specified in the notice.

22. Non-Uniform Contract Clauses, Borrower and Lender further agree as follows:

NON-LINIFORM COVARIANTS. Borrower and Leander further covariate and agree as follows:

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 ignitable 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 jurisdictions where the property is located that

Borrower shall promptly give written notice to Lender of any investigation, claim, demand, lawsuit or other action by any party aggrieved or privative 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 party aggrieved or privative party of any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take

20. **Hazardous Substances**, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances that are generally recognized to be appropriate to normal storage or the Property or any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or disposal of those substances that are generally recognized to be appropriate to the Property.

19. Sale of Right to Receive Lending of Loan Servicee. The Note or a portion thereof in the Note (together with this security instrument) may be sold and/or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicee") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicee, including to a sale of the Note. If there is a change of the Loan Servicee, 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 Servicee and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Remodel. If Borrower makes certain conditions, Borrower shall have the right to have agreement of this Security Instrument 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 entitling this Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays all expenses of any other covenants or agreements; (c) pays all expenses incurred in enforcing this instrument; 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 a acceleration under paragraph 17.

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 instrument without further notice or demand on Borrower.

- 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

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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

ODDIE RAY WILEY

(Seal)

Borrower

Witness

JESSIE WILEY

(Seal)

Borrower

(Seal)  
Borrower(Seal)  
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, undersigned  
county and state do hereby certify that  
ODDIE RAY WILEY AND JESSIE WILEY, HUSBAND AND WIFE

, a Notary Public in and for said

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 31<sup>st</sup> day of

My Commission Expires: 6-17-95

Notary Public

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" OFFICIAL SEAL "  
JOANNE CRAWFORD  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/17/95

DPS 1094