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CHEMICAL BANK, N. A.
377 EAST BUTTERFIELD RD., #L75
LOMBARD, ILLINOIS 60148



A.T.G.F.
BOX 370

DEPT-01 RECORDING \$31.00
T#2222 TRAN 2068 04/10/92 15:10:00
#1898 + B *--92-247230
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 27th 1992**
The mortgagor is **EDWARD P MCVAY AND NANCY L MCVAY HIS WIFE**

REATTORNEY SERVICES # 21427 CHEMICAL BANK, N. A. ("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of **NEW YORK**, and whose address is
C/O CHEMICAL MORTGAGE COMPANY, P.O. BOX 16680, COLUMBUS, OH 43216

(**Lender**). Borrower owes Lender the principal sum of
ONE HUNDRED THREE THOUSAND TWO HUNDRED AND 00/100
Dollars (U.S. \$ 103200.00). 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 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 12006 IN WEATHERSFIELD UNIT 12, BEING A SUBDIVISION IN THE NORTHWEST
QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 10, AND THE SOUTHWEST QUARTER
OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY ILLINOIS.**

PERMANENT INDEX NUMBER: 07-29-111-006

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which has the address of **1625 S WEATHERSFIELD WAY**
[Street] **SCHAUMBURG**
Illinois **60193** ("Property Address"); [City]
[Zip Code]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1070 (0012)

Form 3014 9/90 (page 1 of 6 pages)

**Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-530-0303 CI PAX 016-701-1131**

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one of the most effective ways to stay safe from flooding is to buy flood insurance. Flood insurance policies cover damage caused by flooding, such as water damage to your home or belongings. It's important to understand what your policy covers and what it doesn't, so you can make informed decisions about your coverage needs.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the placement of the obligation secured by the lien in a position of equality with the lien.

4. Challenges: Lenders, Borrower, and Security Intermediaries, can agree, times and impose some conditions to the property which may attach priority over this Security instrument, and lessees hold pyramids or ground rents if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the person owed money. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes payments directly, Borrower shall promptly furnish to Lender receipts evidencing this paragraph.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender 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, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Leander, if Leander is such an institution) or in any Federal Home Loan Bank. Leander shall apply the Funds to pay the Escrow Lien(s). Leander may not charge Borroower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Leander has agreed to do so in writing. The Funds and permits to pay Borroower interest on the Funds and applicable law permit Leander to make such a charge. However, Leander may not require Borroower to pay a one-time charge for an independent real estate tax reporting service used by Leander in connection with this loan, unless provided otherwise. Unless an agreement is made or applicable law requires it to do so, Leander shall not be required to pay Borroower any interest or premiums on the Funds. Borrower and Leander may agree in writing, however, that interest shall be paid on the Funds. Under agreements of the Funds, Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the sums secured by the Funds was made. The Funds are pledged as additional security for all sums secured by the Funds.

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.

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

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.

BORROWER COVENANTS shall Borrower is lawfully seized of the estate hereby conveyed and has the right to defend generally the title to the Property against all claims and demands, subject to any mortgages, grants and conveyances of record.

TOOLITION WITHIN THE INFORMATION SYSTEMS shall be referred to in this Security Instrument as the "Property". All 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".

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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 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 any

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remedies permitted by this Security Instrument without further notice or demand on Borrower:

If Leander exercises this option, Leander 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, Leander may invoke any legal remedy available.

(7) 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

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument, delivered to be severable.

13. Governing Law: Separability. 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 of this Security Instrument or clause within it 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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by telecopy machine during market time to:

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 exceed the permitted limit will be repaid to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a partial payment in Borroower's principal. If a refund reduces principal, the reduction will be treated as a partial payment without any interest paid to Borrower.

12. Successors and assigns shall bind and be held liable for the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument shall bind and be held liable for the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (d) is responsible for this Security Instrument only to the extent of his/her share of the debt.

11. Borrower's Not Releasable Forbearance By Lender. Extension of the time for payment of principal by monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

In award or settle a claim for damages, Borrower shall respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or the sums set aside by this Security Instrument, whether or not due.

In the event of the death of the Borrower, his estate or the market value of the Property immediately before the taking is equal to or greater than the amount of the Property in his instrument, whether or not then due, with any excess paid to Borrower. In the event of the Death of the Borrower, his estate or the market value of the Property immediately before the taking is equal to or greater than the amount of the Property in his instrument, whether or not then due, the proceeds shall be applied to the sums secured by this Security instrument in accordance with the following:

recommendation of our interlocking, or for conveyance in trust to condominium, the hereby assigned and shall be held to under

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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. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance 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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Form #14-9/90 (page 6 of 6 pages)

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/6/95		(Address)
ROSEMARIE SETTANNI "OFFICIAL SEAL"		(Name)
CHAMICAY BANK, N. A.		
This instrument was prepared by Notary Public		

Notary Public

S. Settanni

My Commission expires 5-6-95

Given under my hand and official seal, this 27th day of June, 1990, for the

free and voluntary act of the uses and purposes herein set and delivered the said instrument as **THEIR** subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that **they** signed **they**, personally known to me to be the (and) person(s) whose name(s) **are**

do hereby certify that **Edward P. McVay** of **McWayne, Inc., McWayne**, a Notary Public in and for said county and state, County of:

STATE OF ILLINOIS, Co. - IL

L. *Settanni*

Social Security Number **321-62-7813** - Borrower
NANCY L. MCWAY *Settanni* (Seal)
Social Security Number **347-48-2387** - Borrower
EDWARD P. MCWAY *Settanni* (Seal)

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

- Check applicable box(es)]
- Adjustable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Balloon Rider
 - Other(s) [Specify]

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.

