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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **April 10, 1992**
The mortgagor is **MUSSELL L. WILLINGHAM and JUDITH A. WILLINGHAM, HUSBAND AND WIFE**

Regency Savings Bank, a Federal Savings Bank, ("Borrower"). This Security Instrument is given to
which is organized and existing under the laws of **The United States of America**, and whose address is
24 N. Washington Street Naperville, IL 60566

("Lender"). Borrower owes Lender the principal sum of
SEVENTY FIVE THOUSAND AND 00/100
Dollars (U.S. \$ **75,000.00**). 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
May 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:
THE WEST 3 FEET OF LOT 13 AND ALL OF LOT 14 AND 15 (EXCEPT THE
WEST 17 FEET THEREOF) IN BLOCK 29 IN PRICE'S SUBDIVISION OF THE
SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 19-26-324-051-0000.

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which has the address of **3733 W PIPPIN STREET**
[Street]
CHICAGO [City]
Illinois 60652 [Zip Code] ("Property Address");

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1876 (9012)

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

Great Lakes Business Forms, Inc. ■
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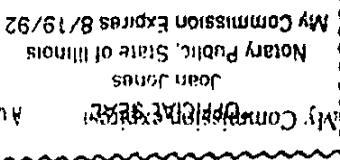
BOX 333

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

NAPERVILLE IL 60566
24 N. WASHINGTON
RETURN TO: REGENCY SAVINGS BANK

DENISE CZYK
24 N WASHINGTON ST
NAPERVILLE, IL 60566
(Address)

This instrument was prepared by



Given under my hand and official seal this 10th day of April 1992

forth,

I, RUSSELL L. HILLIGHAM and JOAN A. HILLIGHAM, HUSBAND AND WIFE do hereby certify that RUSSELL L. HILLIGHAM and JOAN A. HILLIGHAM, HUSBAND AND WIFE are Notary Public in and for said county and state, and delivered the said instrument as THEIR subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed personally known to me to be the said person(s) whose name(s).

STATE OF ILLINOIS,
I, JOAN JONES
County ss: DUPAGE
Social Security Number 328-38-9122
Borrower
RUSSELL L. HILLIGHAM
(Seal)
Social Security Number 318-54-7410
Borrower
RUSSELL L. HILLIGHAM
(Seal)
Social Security Number 328-38-9122
Borrower
JOAN JONES
Notary Public in and for said county and state,

Witnesses:

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.

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
 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.
[Check applicable box(es)]

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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.

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 taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments 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. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement 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, at any time, 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 expenditures of future Escrow Items or otherwise in accordance with applicable law.

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 applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement 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 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 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 monthly payments, at Lender's 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.

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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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applicable law may specify for remittances; or (b) entry of a judgment enforcing this Security instrument. Those conditions are (a) Security instrument; or (b) before sale of the Property pursuant to any power of sale contained in this instrument; or (c) before sale of the Property under this Security instrument.

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 the change of 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" if there is a change of the Note and this Security instrument. Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. Borrower shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any residue that is in violation of any Environmental Law. The preceding note applies to normal storage on the Property, of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal uses and to the existence of the Property.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any residue that is in violation of any Environmental Law. The preceding note applies to normal storage on the Property, of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal uses and to the existence of the Property.

Borrower shall promptly take all necessary actions to accommodate with Environmental Law, that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Borrower shall consider further covenants and agree as follows:

(a) the action taken by Borrower to cure the default on or before the date specified in the Note to Borrower, by which the default must be cured; and (d) a date, not less than 30 days from the date of the notice to Borrower, by which the acceleration of the sums applicable law provides otherwise). The notice shall be effective on or before the date specified in the Note to Borrower, unless acceleration is provided for in the Note or the instrument providing for such notice.

(b) the acceleration of the Note by Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date of the notice to Borrower, by which the acceleration of the sums applicable law provides otherwise). The notice shall be effective on or before the date specified in the Note to Borrower, unless acceleration is provided for in the Note or the instrument providing for such notice.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument in this paragraph 22, including, but not limited to, reasonable attorney fees and costs of little evidence provided in this instrument. Lender shall be entitled to collect all expenses incurred in pursuing the remedies instrument by judicial proceeding. Lender shall be entitled to assert all rights to recover the instrument costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property instrument without charge to Borrower. Borrower shall pay any recordation costs.

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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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Sample Form # - Formite Note Freddie Mac (NATIONAL INSTRUMENT) - Uniform Contracts 9/90 (page 4 of 6 pages)

enforcement of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Remedy, if Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy less than 30 days from the date the notice is delivered within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the date the notice is delivered within which Borrower shall have the right to have the date of this Security instrument.

this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security instrument. Without written consent, Lender may invoke immediate payment in full of all sums secured by this Security instrument prior to its sale or transfer of this Security instrument or if it is sold or transferred and Borrower is not a natural person it is sold or transferred for it is a beneficial interest in Borrower, if all or any part of the Property or any interest in 17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in

16. Borrower's Copy, Borrower shall be given one conforming copy of this Security instrument.

be given effect without the conflicting provision. To this end the provisions of this Security instrument of the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can justify this note if the Property is located. In the event that any provision of this Security instrument or the Note which can 15. Governing Law: Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located. Any notice and the law of the preparation

in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mailing in by first class mail unless applicable law requires use of another method. The notice shall be delivered to the Property address, and the law is finally interpreted so that the interests of Lender and Borrower shall be delivered to the Property Notes. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by preparing

direct payment to Borrower. Lender may choose to make this reduction by reducing the principal outstanding under the Note or by making a reduction to Borrower. Lender may choose to make this reduction by reducing the principal outstanding under the Note or by making a reduction to the permitted limit and (b) any sums already collected from Borrower which exceed permitted limits will be charged to the loan exceed the permitted limits. Item (a) any such loan charge shall be reduced by the amount necessary to reduce with the loan exceed the permitted limits, item (a) any such loan charge shall be given by Lender who collects in connection with charges, and this law is finally interpreted so that the interests of Lender and Borrower shall be delivered to the Property charges. Lender may choose to deliver to the Note.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan 12. Successors and Assigns: Joint and Several Liability: Liens. The covenants and agreements of this Security instrument or make any assignments with regard to the terms of this Security instrument or the Note without the consent of Lender, Borrower's interest in the Property under the terms of this Security instrument may agree to pay the sum借入人がこのセキュリティ契約の条項や条件を変更する場合、必ず貸主の承認を得る必要があります。このセキュリティ契約の条項や条件を変更する場合は、必ず貸主の承認を得る必要があります。

11. Borrower's Right to Release: Release Note a Waiver. Extension of the time for payment of the due date of the monthly payments referred to in paragraphs 1 and 2 or application of proceeds to payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to payments to the Note.

waiver of or preclude the exercise of any right of remedy. Otherwise modify amortization, the sums secured by this Security instrument may release in exercising any right or remedy shall not be required to commence proceedings against any successor to the Note to release to Lender or to pay the principal or shall not be required to release the liability of the original Borrower or Borrower's successor to Lender. Lender modification of any claim for damages, Borrower fails to respond to Lender's notice of repayment of the Note is given, an award of settle a claim for damages, or if, after notice by Lender to Borrower that the condominium offers to make the due date of the monthly payments referred to in paragraphs 1 and 2 or application of proceeds to payments.

Lender is authorized to offset and apply the proceeds, either to restoration of repair of the Property or to the sums secured by this Security instrument, whether or not the Note is given. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make the due date of the monthly payments referred to in paragraphs 1 and 2 or application of proceeds to payments.

otherwisewise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law provides immediately before the taking. Any balance shall be paid to Borrower before the taking is less than the amount of the sums secured by this Security instrument before the taking, divided by (b) the fair market value of the property. In the event of a partial taking, (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property. In the event of a partial taking, (a) the total amount of the sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, unless the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Property in the fair market or not then due, whichever is greater and Borrower fails to respond to Lender's notice of repayment of the Note is given, an award of settle a claim for damages, or if, after notice by Lender to Borrower that the condominium offers to make the due date of the monthly payments referred to in paragraphs 1 and 2 or application of proceeds to payments.

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 Note is given.