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Form 3014-990

ILLINOIS—Sister Landy—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

5805 S. Coronado
which has the address of

Permittee/Fax No.: 02-33-201-046-0000

Lot 1 in Corona Beatrice, being a subdivision of part of Section 27, 28, 33 and 34, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Minnesota.

by the firm of **Ward & Ward**, located at 100 South Main Street, Worcester, Massachusetts, who provided the services of **John C. Ward**, Esquire, and **John F. Ward**, Esquire, during the period of time from January 1, 1968, to December 31, 1970.

"Billionaire" owners funded the program at \$179,000.00 per household.

which is organized and existing under the laws of the state of Minnesota, MN 55901

(Signature) This document is submitted pursuant to TBN Mid America Employee Federal Credit Union

monogamous as a pair or Shimp and Deanna (e.g., Shimp, 1973).

THIS MOLDAVIE "Secondly Institute" is given on April 9, 1992

MORTGAGE

[Space Above This Line for Recording Date]

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1/2

84-284226

8428.66

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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") (a) for (i) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (ii) yearly leasehold payments or ground rents on the Property, if any; (iii) yearly hazard or property insurance premiums; (iv) yearly flood insurance premiums, if any; (v) yearly mortgage insurance premiums, if any; and (vi) 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 service 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.

Form 3014 9-90 *[Signature]*

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Form 3014-98

it is the responsibility of the government to ensure that the welfare of its people is not compromised.

8. Mortgage instruments. It is anticipated that the following mortgage instruments will be used by the Company:

Any anomalies detected by LISA will be followed up by ground-based facilities to determine the cause of disturbance at the X-ray source and could be preceded by the detection of a massive binary inspiral by LISA.

7. Protection of Investors' Rights in the Property. If the owner fails to return the investments and agreements

6. **Declarations, Representations and Acknowledgements** - The Borrower's Loan Application and Protection of the Property; Acknowledgement and use of the Properties; the date of ownership; and full continuation to occupy the Properties as Borrower's principal residence within thirty days after the execution of this Security Instrument and until termination of occupancy; the Properties shall not be leased one year after the date of ownership; unless further otherwise provided herein; which consent shall not be given to any other person to occupy the Properties during the term of this Security Instrument.

7. **Redeemability** - Borrower shall apply, at his/her own expense, to the Properties as Borrower's principal residence within thirty days after the execution of this Security Instrument and until continuation to occupy the Properties as Borrower's principal residence for a period of time not less than one year after the date of ownership; unless further otherwise provided herein; which consent shall not be given to any other person to occupy the Properties during the term of this Security Instrument.

unless it is agreed that the lessee may terminate the lease by giving notice in writing during the period of the lease or sooner than the end of the lease if the lessor fails to pay the rent when due or if the lessor commits a material breach of the lease.

All insurance policies and renewals shall be subject to transfer and shall include a standard indemnity clause under which the policyholder may make proof of loss if not made payable by the owner.

5. Limited or Property insurance. You or your heirs shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, lightning and flood within the limit, excluded as follows:

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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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 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 Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction, (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair 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 fair market value of the Property immediately before the taking is less than the amount of the sums secured 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 then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers 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.

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 3 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of 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, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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.

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Digitized by srujanika@gmail.com

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22. **WEAKER OF THOMAS AND BOUTON**—Waves did not fit the theory of bottomed continents in the 1920's.

However, shall I say, like all the other such standard definitions, it is a matter of definition and a

Borrower shall promptly pay Lender within three days after demand, sum sufficient to cover all costs and expenses

20. Hazardous Substances. You agree to prevent the presence of hazardous substances in your premises so far as is reasonably practicable to reduce the risk of fire or explosion.

If under circumstances this option funds shall give Bonwater notice of cancellation. The notice shall provide a period of four less than forty days from the date the notice is delivered or mailed within which Bonwater may pay all sums secured by this Security instrument. If Bonwater fails to pay these sums prior to the expiration of this period, it shall be liable to Bonwater for the amount of such sums plus interest at the rate of six percent per annum.

17. In consideration of the properties, or a beneficent interest in fortifications, it is to the property of our trustee

¹⁶ "Borrower's copy," borrower shall be given one copy and each party to the Note and to this Security Instrument

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Form 3014-990 (Type or Print)

PROPERTY SYSTEMS INC. 9150 DODGE AVE SE, SUITE 200, MINNEAPOLIS, MN 55420

This document was prepared by: IBM Mid America Employees Federal Credit Union
4001 West River Parkway, Minneapolis, MN 55901

GIVEN under my hand and official seal this day of April, 1992

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signed and delivered this instrument as **THEIR** free and voluntary act, for the uses and purposes herein described to the foregoing instrument, upon and before the day in person and acknowledged that **They** personally known to me to be the same persons whose names **ARE** DEANNA E. SHIMM HIS MFE. NORMA BURKE in aid to said county and state, certify that **Robert Shimp** AND **Deanna Shimp** are the persons who signed this instrument.

the undersigned

STATE OF MINNESOTA, County of Cook

[Space below this line for Acknowledgment]

Social Security Number 287-42-1180

Borrower (Seal) Deanna E. Shimp

Social Security Number 894-42-4609

Borrower (Seal) Robert Shimp

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any addenda executed by Borrower and recorded with it.

24. Kinds of 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 together with this Security Instrument the covenants and agreements of each such rider shall be a part of this Security Supplement [check applicable boxes].
- Adjustable Rate Rider
 - Condominium Rider
 - Family Rider
 - Standard Payment Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Second Home Rider
 - balloon Rider
 - (Other) [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 together with this Security Supplement [check applicable boxes].

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PAYMENT RIDER

THIS PAYMENT RIDER is made this 9th day of April 11, 1992 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to IBM Mid. Amer. Employees Federal Credit Union (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

..... 5805 S., Corona, Palatine, IL 60067.....

Report A-100

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. SCHEDULED PAYMENTS OF PRINCIPAL AND INTEREST

The Note provides for scheduled payments of principal and interest as follows:

5. PAYMENTS

(A) Scheduled Payments

I will pay principal and interest by making payments when scheduled:

- I will make 83 payments of \$ 924.17 each on the 1st of each month beginning on June 1, 1992.....
- I will make payments as follows:

- In addition to the payments described above, I will pay a "balloon payment" of \$ 119,043.11... on May 1, 1999..... The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on day of 1999..... I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my scheduled payments at 4900 Park River Parkway, Rochester, MN 55901.... or at a different place if required by the Note Holder.

B. FUNDS FOR TAXES AND INSURANCE

[Mark one]

- Uniform Covenant 2 of the Security Instrument is waived by the Lender.
 Uniform Covenant 2 of the Security Instrument is amended to read as follows:

2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my scheduled payments of principal and interest are due under the Note.

Each of my payments under this Paragraph 2 will be the sum of the following:

- (i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, divided by the number of scheduled payments in a year; plus,
- (ii) The estimated yearly leasehold payments or ground rents on the Property, if any, divided by the number of scheduled payments in a year; plus,
- (iii) The estimated yearly premium for hazard insurance covering the Property, divided by the number of scheduled payments in a year; plus,
- (iv) The estimated yearly premium for mortgage insurance (if any), divided by the number of scheduled payments in a year.

Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that I pay to Lender for escrow items under this Paragraph 2 will be called the "Funds."

(B) Lender's Obligations

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the escrow items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

MULTIPURPOSE FIXED RATE PAYMENT RIDER (MULTISTATE)

BANKERS SYSTEMS INC ST CLOUD, MN 56372 FORM MPFR-PR 7-16-96

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FORM MFR-H-7 1958

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Payment
Instrument.

I, [Signature] do hereby acknowledge and agree to the following:

(a) Acknowledgments to the Funds

If Lender's expenses are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Security Instrument, I will have the right to have the excess amount either promptly repaid to me or held in my escrow account to pay the escrow items if I direct repayment of funds to my escrow account. I will pay to Lender whatever additional amount is necessary to pay the escrow items in full. I must pay chart additional amount in one of more payments as Lender may require.

If, when I have paid all of the sums secured, Lender will promptly refund to me any Funds that being held by Lender. If, as a result of the exercise by Lender of any of its rights under this Security Instrument, Lender will use any funds which Lender is holding at the time to reduce the sums secured.

Lender will hold any funds which Lender is holding at the time to reduce the sums secured.

RECEIVED
[Signature] [Signature]
Lender Stamp
Lender Seal