

UNOFFICIAL COPY

AFTER RECORDING RETURN TO:
CMB/LIC
2809 S. LYNNHAVEN ROAD #360
VIRGINIA BEACH, VA 23452

92326044

BOX 260

(Space Above This Line For Recording Data)

580926

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 22, 1992,
The mortgagor is SIMON R EXINGER, A SINGLE WOMAN

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LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS, which is organized and existing
under the laws of THE STATE OF TEXAS, and whose address is PO BOX 40,
AUSTIN, TEXAS 78707 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED THIRTY TWO THOUSAND SEVEN
HUNDRED FIFTY AND Dollars (U.S. \$ 132,750.00). 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 11, 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 prop-
erty located in COOK County, Illinois:

LOT 14 IN BLOCK 15 IN GLEN-BROOK COUNTRYSIDE, A SUBDIVISION OF PART OF
THE NORTHWEST QUARTER OF SECTION 3 AND PART OF THE NORTHEAST QUARTER OF
SECTION 4 ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #04-03-105-014

DEBT-01 RECORDING \$31.00
773333 TRAN 4910 05/12/92 15:43:00
\$20.00 + C *-92-326044
COOK COUNTY RECORDER

which has the address of 211 COTTONWOOD ROAD
Illinois 60062 ("Property Address");
(Zip Code)

NORTHBROOK
(City)

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.

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

Form 3014 8/80 (page 1 of 6 pages)

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MIL
LIC 998

3100
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M61L

Form 301A SWO (page 6 of 6 pages)

Notary Public
My Commission expires: 11-10-98
Witness my hand and official seal
and acknowledge the execution of the foregoing instrument.

Notary Public to and for said County, personally appeared , of age, before me, the undersigned, a
day of April, 1998, before me, the undersigned, a

County ss:

STATE OF ILLINOIS

(Space Below This Line for Acknowledgment)

Social Security Number
—Borrower
(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
 Graduate Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [Specify] _____

24. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together
with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
and supplement the covenants and agreements of each such rider shall be incorporated into and shall amend
this Security Instrument, the rider(s) shall be incorporated into and shall amend

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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 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.

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

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

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

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

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

use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate
the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence
of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting
20. **Hazardous Substances.** Borrower shall not cause of permit the presence, use, disposal, storage, or release
The notice will also contain any other information required by applicable law.

The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.
Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law.
also be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan
known as the "Loan Servicer," that collects monthly payments due under the Note and this Security Instrument. There
Instrument may be sold, the or more times without prior notice to Borrower. A sale may result in a change in the entity
19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security
right to remitiate shall not apply in the case of acceleration under paragraph 17.

(a) pays all sums which the Note as if no acceleration had occurred. However, this
instrument and the obligations accrued hereby shall remain fully effective as if no acceleration had occurred.
the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security In-
require to assure that the loan of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay
Instrument, including, but not limited to, reasonable attorney's fees, and (d) takes such action as Lender may reasonably
ocurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security
as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this
agreement of this Security Instrument in any time prior to the earlier of: (a) 5 days (or such other period
any remedies permitted by this Security Instrument without further notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period
secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke
of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured
by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke
any remedies permitted by this Security Instrument. If Lender exercises this option, Lender may invoke
law as of the date of this Security Instrument.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal
person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums

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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.

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16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument. 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) notice at the time of or prior to an inspection specifying reasonable cause for the inspection, in connection with any condemnation or other taking of any part of the Property, or for convenience in liquidation of condemnation, are hereby assigned to the severable.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interests with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which purports in whole the Property is located. In the event that any provision or clause of this Security Instrument or the Note given effect without the conflict is law, such conflict shall not affect provisions of this Security Instrument and the Note are declared to be severable.

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the first class address of any other address Borrower designates by notice to Lender. Any notice to Lender given by property address shall be given by notice to Borrower or Lender when given as provided for in this Security Instrument and the Note.

20. Waiver of Jury Trial. Lender waives trial by jury in any action or proceeding to collect any amount due under this Note.

21. Waiver of Jury Trial. Lender waives trial by jury in any action or proceeding to collect any amount due under this Note.

22. 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 successors and assigns of Lender and Borrower who co-signs this Security instrument of a joint and several liability in accordance with this Note.

23. Successors in Interest. Any successor to the Property under this Note shall have the same rights and obligations as Lender in respect of the Property and shall be bound by the same terms and conditions as Lender. Borrower's successors in interest may exercise any right or remedy available to Lender in respect of the Property.

24. Release; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of any sum secured by this Security Instrument granted by Lender to any successor in interest is given, Lender is authorized to collect a claim for damages. Borrower fails to respond to Lender within 30 days after the date make an award or settle a claim for damages, or if, after notice by Lender to Borrower that the condominium offers to make the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make the property is abandoned by Borrower, 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provided in the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in immediate amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property received by this Security Instrument before the taking, or (a) the total amount of the sums secured by the proceeds multiplied by the following fraction:

25. 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 convenience in liquidation of condemnation, are hereby assigned to the severable.

26. Inspection. Lender or its agent may make reasonable entries upon and inspect conditions of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection, in connection with any condemnation or other taking of any part of the Property, or for convenience in liquidation of condemnation, are hereby assigned to the severable.