

PREPARED BY:
ROBERT L. HOLZER
WHEATON, IL 60187

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RECORD AND RETURN TO:

NBD MORTGAGE COMPANY
2000 SOUTH NAPERVILLE ROAD
WHEATON, ILLINOIS 60187

Q2250449

[Space Above This Line For Recording Data]

MORTGAGE

7546500

THIS MORTGAGE ("Security Instrument") is given on MAY 14, 1992
JACK O. DILWORTH
AND LINDA DILWORTH, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to
NBD MORTGAGE COMPANY

The mortgagor is

DEPT-11 RECORD.T	\$31.50
T47777 TRAN 4729 05/20/92 13:47:00	
#2214 G *-F2-350449	
COOK COUNTY RECORDER	

which is organized and existing under the laws of THE STATE OF DELAWARE , and whose address is 900 TOWER DRIVE TROY, MICHIGAN 48098
SIXTY THOUSAND AND 00/100 Dollars (U.S. \$ 60,000.00).

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 JUNE 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 SOUTH 30 FEET OF LOT 111 AND ALL OF LOT 112 IN GEORGE F. NIXON AND COMPANY'S POLO AND GOLF SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

04-36-314-034-0000

2150

which has the address of 614 WINDSOR ROAD, GLENVIEW
Illinois 60025
Zip Code (Property Address):

Street, City,

LTD

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ERILL, NO. 11

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

This Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, if Lender demands that any part of the Property is subject to a lien which may attach prior to or after the execution of this Note; or (c) secures from the holder of the Note an agreement satisfactory to Lender to prevent the holder's assignment except as provided by the Note in, legal proceedings which in the Lender's opinion operate to prevent the holding to the payment of the obligation secured by the Note in a manner acceptable to Lender; (d) contains in good faith the true writing to the payment of the property disclaimed by this Security Instrument unless Borrower: (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments direct, Borrower shall promptly furnish to Lender receipts evidencing the payments.

To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

These obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly

which may arise promptly over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay

d. Charges: Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

third, to interests due; fourth, to participants due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition of said 1, credit against the sums secured by

Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition of sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

excessive monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency in no more than

time is not sufficient to pay the Borrower items when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.

used by Lender in connection with this loan, unless, under applicable law provides otherwise. Unless an agreement is made or

a charge. However, Lender may require Borrower to pay a one-time charge for an independent law permits Lender to make such

verifying the Escrow items, unless Lender may require Borrower to pay a holding and applicable law permits Lender to pay the

Escrow items. Lender may not charge Borrower for holding and applying the Funds, usually already having the escrow account, or

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in an ordinance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

Lender to collect and hold Funds in an amount not to exceed the lesser amount

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"). Unless otherwise law that applies to the Funds

related mortgage loan may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

descriptions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

it may: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (h) yearly flood insurance premiums

and assessments which may affect this Security Instrument as a lien on the Property; (i) yearly leasehold payments

Lender on the day immediately preceding the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

participate of and interest of the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants which include

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower waives

gratuitous convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower waives

any right to foreclose on the Property is lawfully terminated as the "Property".

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 improvements and additons shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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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.

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, 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

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

17. Effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. In the event that any provision of this Security Instrument or the Note which can be conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be conflict in which the Property is located. In the event that any provision of this Security Instrument or the Note which can be conflict in which the Property is located.

18. Governing Law; Severability. This Security Instrument shall be governed by the federal law and the law of the state where it is addressed hereinafter.

19. Notice. Any notice provided for in this Security Instrument shall be given by first class mail to the Borrower at his address or any other address by notice to Lender. Any notice to Lender shall be given by first class mail to the Borrower at his address unless otherwise directed hereinafter.

20. First class mail to the Borrower provided for in this Security Instrument shall be given by delivery in or by mailing

21. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing

22. Payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial payment until payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct

23. Permitted limit; and (b) any sums already collected from Borrower which exceed permitted principal plus limits will be reduced to

24. Exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

25. Loan is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the

26. make any accommodations with regard to the terms of this Security Instrument is subject to a law which sets maximum loan charges.

27. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges.

28. Security Instrument or the Note without Borrower's consent.

29. Borrower's interest in the Property under the terms of this Security Instrument; (c) is not personally obligated to pay the sum

30. instrument but does not execute the Note; (d) is co-signing this Security Instrument only to mortgage, grant and convey that

31. paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

32. Security Instrument shall bind and benefit; the successors and assigns of Lender and Borrower, subject to the provisions of

33. 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

34. exercise of any right or remedy.

35. Borrower in interest. Any enforceable by Lender in exercising any right or remedy shall not be a waiver of or preclude the

36. successors in interest. Any enforceable by this Security Instrument by reason of any demand made by the original Borrower or Borrower's

37. commence proceedings against any successor to Lender or Borrower or otherwise modify amortization

38. not operate to release the liability of the original Borrower or Borrower's successor to any successor in interest. Lender not be required to

39. amortization of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

40. 11. Borrower Not Released; Full Waiver. Extension of the time for payment or modification

41. possession the due date of the monthly payments referred to in paragraphs 1 and 2 of clause the amount of such payments.

42. unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

43. Lender is authorized to collect and apply the proceeds, at its option, either to negotiation or repair of the Property or to the sum

44. award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

45. if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnator offers to make an

46. be applied to the sum secured by this Security Instrument whether or not the sums are then due.

47. unless X is taken, and Lender otherwise agrees in writing or unless applicable law otherwise provides, the proceeds shall

48. market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the fair

49. before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair

50. amount of the sum secured immediately before the taking, divided by (b) the fair market value of the Property immediately

51. this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

52. market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this

53. 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

54. in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument,

55. shall be paid to Lender.

56. condition of other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

57. condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any

58. Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

59. Inspection. Lender or its agent may make reasonable entries upon and inspectioins of the Property. Lender shall give

60. notices and in accordance with any written agreement between Borrower and Lender or applicable law.

61. the proceeds required to maintain mortgage instrument in effect, or to provide a loss reserve, until the requirement for insurance

62. premiums may be longer be required, at the option of Lender, if mortgagor insurancce coverage (in the amount and for the period

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if it is beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Security interest, Lender shall give notice to Borrower which will be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies 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, or (b) entry of a judgment enjoining this Security instrument to any power of sale contained in this applicable law may specifically for remittitement) before sale of the Property pursuant to any power of sale contained in this Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred); (b) 18. Borrower's Right to Remittement. If Borrower meets certain conditions, Borrower shall have the right to have permissioned by this Security instrument, without further notice or demand on Borrower.
- If Lender exercises this option, Lender shall give notice to Borrower which will be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies 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, or (b) entry of a judgment enjoining this Security instrument to any power of sale contained in this applicable law may specifically for remittitement) before sale of the Property pursuant to any power of sale contained in this Security instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred); (b) 18. Borrower's Right to Remittement. 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 under the Note and this Security instrument. There also may be one or more changes of the "Loan Servicer" that collects monthly payments due under the Note and this Security instrument. Information required by applicable law.
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" that collects monthly payments due under the Note and this Security instrument. Information required by applicable law.
20. Hazardous Substances. Borrower shall not cause or permit the presence, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substances under the new Law. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any resident uses and to mitigate the effects of the Property.
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration to loaning Borrower's breach of any covenant or agreement in this Security instrument in further covenant and agree to do as follows:
- NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
- As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that prohibit, control or regulate environmental protection.
- Environmental Law and the following substances, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, toxic pesticides and herbicides, gasoline, hazardous, explosive, other dangerous or toxic products, toxic substances found as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law.
- (c) a date, nor less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) later, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (e) applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (f) any covenant or agreement in this Security instrument that provides otherwise). Lender shall give notice to Borrower prior to acceleration to loaning Borrower's breach of any covenant or agreement in this Security instrument without notice to Lender of the date of acceleration.
22. Release. Upon payment of all sums accrued by this Security instrument, Lender shall release this Security instrument.
23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

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

(Check applicable box(es))

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

1-4 Family Rider
Biweekly Payment Rider
Second Home Rider

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

Witness

JACK O. DILWORTH

(Seal)

Borrower

Witness

LINDA DILWORTH

(Seal)

Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS, COOK LAKE

County ss:

I, Cox L. Shapiro
county and state do hereby certify that

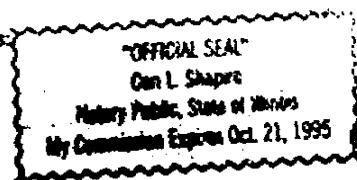
JACK O. DILWORTH AND LINDA DILWORTH, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of

My Commission Expires:



Notary Public

as of 8

DPS 1094

Cox L. Shapiro, 1992