

# UNOFFICIAL COPY

92-377059

BOX 392

DEPT-01 RECORDING \$31.00  
T#2222 TRAM 5405 06/01/92 09:37:00  
#0977 \* -92-377059  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

This instrument was prepared by: *(maife)*

JACKIE DREHER-RICHMOND BANK

(Name)

10910 MAIN STREET, RICHMOND, IL. (0607)

(Address)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on THE 22ND DAY OF MAY, 1992 The mortgagor is MARY A. HUMMEL, A SINGLE WOMAN

("Borrower"). This Security Instrument is given to RICHMOND BANK, ITS SUCCESSORS AND/OR ASSIGNS

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 10910 MAIN STREET, RICHMOND, ILLINOIS 60071

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100

Dollar U.S. \$ 150,000.00

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, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 50 IN PAM ANNE ESTATES UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 04 33 100 022

92-377059

which has the address of 3733 SPRINGDALE

GLENNVIEW

Illinois 60025 ("Property Address")  
(Zip Cook)

ILLINOIS—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014 9 90

AMERICAN SYSTEMS, INC. 1000 N. MICHIGAN AVE. CHICAGO, IL 60611



*(Handwritten initials)*

*(Handwritten signature)*

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Form 3014 9 90

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For that term, 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 replacement 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 free of all encumbrances of record, except for the encumbrances of record, and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

The Security Instrument contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**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, and the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly household payments of ground rents on the Property; (c) any, or any, yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) any, or any, yearly mortgage insurance premiums; (f) any, or 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 "Funds 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 C.F.R. § 2001.10(a), 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 expenses of future escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an escrow account in any Federal 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. If such 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 a 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 Fund held by Lender exceed the amount 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.

Lender shall promptly refund to Borrower any Fund held by Lender under paragraph 21. Lender shall acquire or sell the Property, if Lender, prior to the acquisition or sale of the Property, shall apply all sums secured by this Security Instrument. Lender shall promptly refund to Borrower, at the time of acquisition or sale, as a credit against the sums secured by this Security Instrument, all payments received by Lender under paragraphs 1 and 2 that have been applied first to any prepayment charges due under the Note, second to amounts payable under paragraph 2, third to interest due, fourth to any late charges due under the Note, and finally to any amounts attributable to the Property which may attach priority over this Security Instrument, and thereafter shall pay them on time directly to the person owed payment. 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 agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, in good faith, the lien by or claimant of the lien or its assignor, from the holder of the lien, an agreement satisfactory to Lender, subordination of the lien to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over the 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 the days of the giving of notice.

**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 any late charges due under the Note, and finally to any amounts attributable to the Property which may attach priority over this Security Instrument, and thereafter shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and thereafter shall pay them on time directly to the person owed payment. 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 agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, in good faith, the lien by or claimant of the lien or its assignor, from the holder of the lien, an agreement satisfactory to Lender, subordination of the lien to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over the 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 the days of the giving of notice.

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now 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 claims 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 tortfeasor action or proceeding, whether civil or criminal, is begun that in Lender's sound business 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 cure rate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that in Lender's sound business determination preclude 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 term of 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 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 substantially 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 right 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 requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium 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 the payments as a loss reserve in lieu

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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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are intended to be severable.

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 of 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 paragraph shall be deemed to have been given to Borrower or Lender when given as provided.

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 *no any and loan charge* shall be reduced by an amount necessary to reduce the charge to the permitted limit, and the amount actually collected from Borrower which exceeds the permitted limits will be refunded to Borrower. Lender may choose to make this refund by retaining the amount 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.

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 11. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note co-signing this Security Instrument in only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, is not personally obligated to pay the sums secured by this Security Instrument, and 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.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor 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, whichever it deems appropriate.

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.

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.

8. **Insurance.** Lender shall require Borrower to maintain mortgage insurance in effect to provide a loss reserve fund. The requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

7. **Insurance.** Lender shall require Borrower to maintain mortgage insurance in effect to provide a loss reserve fund. The requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

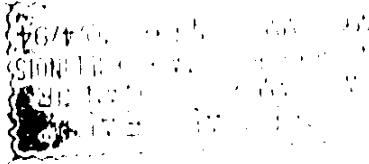
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Form 3014 9-90 (page 6 of 6)

TRANSFER TO THE STATE OF ILLINOIS FROM THE STATE OF MISSOURI



Notary Public

*[Signature]*

My Commission expires

Given under my hand and official seal this 22ND day of MAY 1992

set forth

signed and delivered the instrument as \_\_\_\_\_ LLC and voluntarily act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ She

personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ is/are

a Notary Public in and for said county and state, certify that MARY A. HIMMEL, A SINGLE WOMAN

THE UNDERSIGNED

STATE OF ILLINOIS, COUNTY OF COOK

[Space Below This Line For Acknowledgment]

Social Security Number \_\_\_\_\_

(Seal) Borrower

Social Security Number 330-38-0845

(Seal) Borrower *Mary A. Himmel*

and in any riders executed by Borrower and recorded with it By Signing Borrower, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other (Specify)
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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 riders were a part of this Security Instrument. (Check applicable boxes)

Continued