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— (Space Above This Line For Recording Date)

MORTGAGE

Loan # 38859

THIS MORTGAGE ("Security Instrument") is given on
BEVERLY J. GARCHIE, DIVORCED NOT REMARRIED

June 9, 1993

The mortgagor is

: 0001-91 RECORDED : \$31,50
: 15113 - TRM 3123 5/22/93 1-1-000
: 1478-2 4-1-92 5/22/93 1-1-000
: 200% (INTEREST RECEIVED)

("Borrower"). This Security Instrument is given to
SUN MORTGAGE CORPORATION

which is organized and existing under the laws of
address is 1306 NORTH ROSELLE ROAD, SCHAUMBURG, ILLINOIS 60195

THE STATE OF ILLINOIS
and whose

("Lender"). Borrower owes Lender the principal sum of
eighty-five thousand and no/100—

Dollars (U.S. \$ 85,000.00).

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 JULY 1, 2008

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 15113 IN SECTION 2 IN WEATHERSFIELD UNIT NO. 15, BEING A SUBDIVISION IN
THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT
THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY,
ILLINOIS ON OCTOBER 1, 1968 AS DOCUMENT NO. 20631223, IN COOK COUNTY,
ILLINOIS.

9.3.72 6/19

PIN 07-21-307-002
which has the address of

Illinois 60193
(Zip Code)

1009 CARLTON LANE

(*Property Address");

SCHAUMBURG

(Street, City).

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Form 301-380

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Borrower shall promptly discharge any lien which has prior to or 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) consents in good faith the lien to be eliminated or transferred of the obligation secured by the lien in the manner acceptable to Lender; (c) secures from the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (d) secures from the holder of the lien in, a notice specifying the lien or like one or more of the actions set forth above within 10 days of the giving of notice.

4. **Charges:** Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property which may alienate 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 this manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of actions to be paid under this paragraph.

If Borrower makes these payments directly, Borrower shall pay Lender receding evidence of the payments.

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.

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 to the time of acquisition or sale as a credit against the sums secured by Lender.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurmountability, or entirely (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 his power for holding and applying the Funds, usually satisfying the escrow account, or venturing the Escrow items, unless Lender pays Borower's interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Lender to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, and as 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 borrowed and Lender may agree in writing, however, that interest shall be paid on the Funds. Under such give to Borrower, without charge, an unusual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each application of funds is used.

Under many estimate like Arjuna of funds due on the basis of current data and reasonable estimates of expenditures of future years or otherwise in accordance with applicable law.

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 taxes and assessments which may accrue prior to the Note, and a sum ("Funds") for taxes and assessments which may accrue prior to the Note, until the Note is paid in full, a sum ("Funds") for taxes and insurance premiums, 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 "Fees or Items".

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount referred to in paragraph 174 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1. Payment of Principle and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest as set forth in the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Both owner and lessee covenant and agree as follows:

THIS SECURITY INFORMATION CONTAINS UNCLASSIFIED INFORMATION COVERED UNDER THE NON-DISSEMINATION COVERAGE REQUIREMENT BY SECTION 1.2(b) OF THE SECURITY INFORMATION CLASSIFICATION REGULATIONS.

BORROWER COVENANTS that Borrower is lawfully vested of the estate hereby conveyed and has the right to mortgage,

TOO FEATHER WITH IT AND IMPROVEMENTS NOW OR HEREATERT ERECTED ON THE PROPERTY, AND ALL EXCUSEMENTS, EXPLANATIONS, AND INSTRUMENTS. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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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 any 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 15, 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 regulation), 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

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16. **Porter's Copy.** Porter will be given one copy of this Note and of this Security Instrument.

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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 or clause of this Security Instrument is given effect without the corresponding provision. To this end the provisions of this Security Instrument and the Note are declared

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by facsimile 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 unless otherwise specified herein or by other address Lender designates by notice to Borrower. Any notice provided for in this Lender's address shall be deemed to have been given to Borrower or Lender whom given is provided in this paragraph.

payable under the Note, if a refund reduces principal, the reduction will be treated as a partial payoffment without any prepayment charge under the Note.

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 charge shall be reduced by the amount necessary to reduce the charge loan 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

make any accommodations with regard to the terms of this Security Instrument as it may relate without this Borrower's consent.

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 this instrument.

successors in interest. Any forfeiture clause by Lender in extinguishing any rights of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Utilities Lester and Borrows' alternative agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offer to make an award of 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, either to restoration or repair of the Property or to the sum required by this Security Agreement, whether or not then due.

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, the Borrower and Lender agree in writing or otherwise applicable law otherwise provides, the proceeds shall be apportioned between them in proportion to the amounts secured immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

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

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

payments may no longer be required, at the option of Leader, if mortgage insurance coverage (in the amount and for the period that Leader requires) provided by an insurer approved by Leader again becomes available and is obtained. Borrower shall pay premiums in accordance with any written agreement between Borrower and Leader or applicable law.

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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 a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by 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 Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the items of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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 unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

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

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

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

Form 3014, 9/20

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Niger Police

Kwata

day of June 1993

and voluntary act, for the uses and purposes herein set forth.

ay in person, and acknowledge that she personally known to me to be the same person(s) whose name(s)

ersonally known to me to be the same person(s) whose name(s)

County in and for said county I do hereby certify

CCD County ss:

Social Security Number:

Borrower:

(Seal)

REASON FOR DIVORCE (See) **REASON FOR NOT REMARRIAGE** (See)
Social Security Number 331-48-9756
NAME OF CUSTODIAN (See) **BORROWER** (See)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

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

[Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planed Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Impovement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [Specify]		

V.A. Rider

MAIL TO

SCHAUMBURG, ILLINOIS 60173
1306 NORTH ROSELE ROAD
SUU MORTGAGE CORPORATION
REGULATED AND REGISTERED TO: