

PREPARED BY:  
DIANE BOARD  
LAKE ZURICH, IL 60047

# UNOFFICIAL COPY

9 3 4 7 9 . 1

RECORD AND RETURN TO:

ABSOLUTE MORTGAGE CORPORATION  
10 WEST MAIN STREET-SUITE B  
LAKE ZURICH, ILLINOIS 60047

93479879

LENDER'S TITLE GUARANTY

2800 N. Barrington Rd., Suite 625  
Hoffman Estates, Illinois 60195  
708.300.8200 • Fax 708.300.8248

-- (Space Above This Line For Recording Data)

## MORTGAGE

0100263

Dot 21

THIS MORTGAGE ("Security Instrument") is given on JUNE 11, 1993  
FRANK J. MERKEL, SINGLE, NEVER MARRIED

The mortgagor is

DEPT-01 REC'D 0186 \$31.00  
DEPT-01 REC'D 0360 05/23/93 10:14:00  
100% COOK COUNTY RECORDER  
100% COOK COUNTY RECORDER

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

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose  
address is 10 WEST MAIN STREET-SUITE B  
LAKE ZURICH, ILLINOIS 60047  
("Lender"). Borrower owes Lender the principal sum of  
SEVENTY THOUSAND  
AND 00/100

Dollars (U.S. \$ 70,000.00)

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.

THE NORTH 15 FEET OF LOT 27 AND LOT 28 (EXCEPT THE NORTH 7 1/2 FEET  
THEREOF) IN BLOCK 27 IN THE HULBERT MILWAUKEE AVENUE SUBDIVISION OF THE  
WEST HALF (1/2) OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 41  
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

P.I.N. NO. 09-25-401-041-0000

✓ T.M.

which has the address of 7508 NORTH CLOCCOTT AVENUE, CHICAGO  
Illinois 60631  
Zip Code

Street, City

ILLINOIS Single Family Fannie Mae Freddie Mac UNIFORM INSTRUMENT  
SPPR-BRML 09/01

2007 RELEASED ANNUALLY BY RECORDERS - 6000000000000000

DPS 1059

Form 3014 9-90

31.00

A. HK

93479879

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Form 391a - 990  
DPS 1090

1980/10/22

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

In the Security Instrument, Lender may give Borrower a notice demanding the return, Borrower shall return the loan or take one of his security instruments if Lender determines that any part of the Property is subject to attachment which may affect the security interest of the Lender, or (c) causes him the holder of the loan an attachment of the Lender's opinion of title to prevent the Lender from recovering against third persons who have obtained possession of the Lender's property in the Lender's opinion which is in good faith the Lender's attorney to the payment of the obligation secured by the loan in a manner acceptable to Lender, (d) causes in writing to the Lender to pay over his security instrument unless Borrower (a) agrees in

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

it Borrower timely paid prompt payment due, Borrower shall promptly furnish to Lender receipts evidencing the payment to the person or entity named, Borrower shall promptly furnish to Lender all notices to whom to be paid under the participation in the interest provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly above obligations in the instrument provided in paragraph 2, and thereafter Borrower shall pay to Lender the amount of the principal which has accrued prior to the date of the instrument, and thereafter principal of second rental, if any, Borrower shall pay

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property

which to Lender, to pay interest due, fourth, to pay principal due and last, to any late charges due under the Note.

5. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraph 2 and 2 shall be applied first, to any payment due under the Note second, to amounts payable under paragraph 2 and 2 and so forth.

6. Security Instrument: shall apply any funds held by this Security instrument to the sums secured by

of the Property, shall apply any funds held by Lender at the time of acquisition of said to credit against the acquisition of said

funds held by Lender, (b) under paragraph 2, Lender shall acquire of all the Property, Lender, prior to the acquisition of said

1. payment in full of all sums secured by this Security instrument, Lender shall pay prompt to Borrower any

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

one is not sufficient to pay the sum 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

in the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

which in the funds was made, the funds are pledged as additional security for all sums secured by this Security instrument.

without delay, in annual accounting of the funds, they may debts to the funds and debts to the funds and the purpose for which each

Borrower and Lender may agree in writing, Lender shall be paid on the funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest on the funds

used by Lender in connection with this loan, unless 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 real estate tax reporting service

paying the extra items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such

loan items, Lender may not charge extra interest for holding and applying the extra items the extra account of

including Lender, if Lender is such as to cause in any Federal Home Loan Bank, Lender shall apply the funds to pay the

including Lender, if Lender is held in an institution whose deposits are insured by a federal agency, insurability, or entity

The funds shall be held in accordance with applicable law.

borrow funds or otherwise in accordance with applicable law.

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

Lender may, so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount

not a lesser amount to the funds, (2) S.A., Section 2601 as of (TFSFA), unless another law that applies to the funds

15.4 is amended that may require for Borrower's account under the federal Real Estate Settlement Procedures Act of

related message that may require for holding and applying the maximum amount a Lender for a federally

Lender may, at any time, collect and hold funds in lieu of the payment of mortgage insurance premiums, These items are called "Extra items"

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, These items are called "Extra items"

any (e) early mortgage insurance premiums, and (f) any sums payable by Borrower to Lender, in accordance with

any (g) early hazard or property insurance premiums, (d) early flood insurance premiums, (d) early flood insurance premiums

and general rents on the Property, it any (h) early hazard or property insurance premiums, (b) early leasehold payments

and assessments which may occur this Security instrument as a lien on the Property; (b) early leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds"), for (a) early taxes

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

general and interest on the debt evidenced by the Note and any payment and late charges due under the Note.

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

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited

and will bind generally the title to the Property as all claims and demands, subject to any encumbrances of record.

PROPERTY OWNER'S GOVERNANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

Instrument All of the foregoing is referred to in this as "Security instrument" and "Property".

transfers now or hereafter made of the property, all representations and warranties shall also be governed by this Security

Instrument All of the foregoing is referred to in this as "Security instrument" and "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 2.

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 13, 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

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Form 3014 9-90  
DPS 1002

Page 1 of 1

Rev. 6/80 (2)

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

to be recorded.

17. Governing Law; Severability. This Security Instrument shall be governed by the federal law and the state law determined under the applicable law, such statute shall be deemed to apply to the provisions of this Security Instrument and the Note which can be construed in which the Property is located. In the event that any provision of this Security Instrument or the Note which can be construed as against the applicable law, such statute shall be deemed to apply to the provisions of this Security Instrument and the Note which can be construed as against the applicable law.

18. Address. Lender's address stated herein or any other address, lender designates by notice to Borrower. Any notice provided for in this Agreement or other documents Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the address of this and unless otherwise specified by notice to Borrower. The notice shall be directed to the Property Address or by this Note.

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

prepaid, mail charge under the Note, to Borrower if a demand period, the residence of Lender without any payment to Borrower, Lender may choose to make this return by returning the principal and interest due by taking a direct to the permitted time, and (b) if such loan advance shall be received by the lender immediately to reduce the charge to a reduced the permitted time, (a) any such loan advance shall be treated as if it were necessary to reduce the charge to the date the law is timely implemented so that the interest of after loan advances will be offset as if it were collected in connection with the and that the law does not exceed the interest of after loan advances collected as if it were collected in connection with the

20. Loan Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

makes any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent. Borrower's interest in the Property under the terms of this Security Instrument may agree to extend, modify, shorten or terminate by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to pay the sum Borrower's interest in the Property under the terms of this Security Instrument (d) is not personally obligated to pay the sum Borrower's interest in the Note (e) is continuing this Security Instrument only to nonnegligent, fraud and convey that instrument but does not exceed the Note (f) is continuing this Security Instrument only to nonnegligent, fraud and convey that instrument if (g) Borrower's conduct and agreements shall be paid and settled. Any Borrower who assigns this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument.

21. Successors and Assigns; Joint and Several Liability; Causality. The covenants and agreements of this instrument are binding on the Note of record.

22. Lender and Borrower Not Released; Payment Due in Writing; Application of Proceeds to Principal shall not exceed or exceed the amount of such payments.

23. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

exceed the date of the note due date of the note due date.

24. Lender is authorized to collect and apply the proceeds, either to reduction of part of the Property or to the sum

25. If the Property is sold in an auction, unless Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

26. If applied to the date of the note due, accrued by this Security Instrument before the note due date,

27. Lender is authorized by this Security Instrument, whether or not the sum is due,

28. Lender is authorized to collect and apply the proceeds, either to reduction of part of the Property or to the sum

29. If the sum is due, unless Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

30. If applied to the date of the note due, accrued by this Security Instrument before the note due date,

31. Lender is authorized to collect and apply the proceeds, either to reduction of part of the Property or to the sum

32. Lender is authorized to collect and apply the proceeds, either to reduction of part of the Property or to the sum

33. Lender is authorized to collect and apply the proceeds, either to reduction of part of the Property or to the sum

34. Lender is authorized to collect and apply the proceeds, either to reduction of part of the Property or to the sum

35. Lender is authorized to collect and apply the proceeds, either to reduction of part of the Property or to the sum

36. Lender is authorized to collect and apply the proceeds, either to reduction of part of the Property or to the sum

37. Lender is authorized to collect and apply the proceeds, either to reduction of part of the Property or to the sum

38. Lender is authorized to collect and apply the proceeds, either to reduction of part of the Property or to the sum

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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 lien 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 use 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 laws 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.

DPS 1093  
Form 3013 9-90

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DPS 1094

Exhibit 2/16

Notary Public

ANNE-MARIE MICHEL  
NOTARY PUBLIC, STATE OF ILLINOIS  
EXHIBIT 2/16

My Commission Expires 2-11-95

1993

GIVEN under my hand and official seal, this 11<sup>th</sup> day of June

Year and voluntary act, for the uses and purposes herein set forth  
in this day in person, and acknowledged the said instrument as HIS/HER  
persuadably known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appurposed before

FRANK J. MERKEL, SINGOLE, NEVER MADE ITD

County and State do hereby certify that

"I, the undersigned,

STATE OF ILLINOIS, COOK

County ss:

a Notary Public in and for said

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

ADJUSTABLE RATE RIDER

(Signature)

1-4 FAMILY RIDER  
BIMONTHLY PAYMENT RIDER  
MONTHLY PAYMENT RIDER  
PLANNED UNIT DEVELOPMENT RIDER  
RATE IMPROVEMENT RIDER  
BALLOON RIDER  
V.A. RIDER

CONDOMINIUM RIDER  
GORDON RIDER  
PLAN AND PAYMENT RIDER  
RATE IMPROVEMENT RIDER  
BALLOON RIDER  
OTHERS (SPECIFY)

SECOND HOME RIDER  
WEEKLY PAYMENT RIDER  
BALLOON PAYMENT RIDER  
V.A. RIDER

Check applicable boxes

for statement

With this Security instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security and supplemental to the covenants and agreements of each such rider shall be incorporated into and shall together with this Security instrument, if one or more riders are executed by Borrower and recorded together

22-11-95