

# UNOFFICIAL COPY

WHEN RECORDED MAIL TO  
HOUSHOLD BANK, F.S.B.  
100 MITTEL DRIVE WOOD DALE, IL. 60191  
LOAN NUMBER: 6587604



93510115

PREPARED BY:  
M. CLAUDIA SANDOVAL

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 16TH, 1993  
The mortgagor is DONALD S. HOLLINGSNORTH, A SINGLE MAN

Neatwind Mortgage Bancorp, Inc., which is organized and existing under the laws of UNITED STATES, and whose address is 5100 N. Harlem Avenue, Woodlawn Heights, IL 60656

("Borrower"). This Security Instrument is given to ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY NINE THOUSAND AND NO/100 Dollars (U.S. \$ 129,000.00). 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 1ST, 2013. 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 35 AND 36 IN BLOCK 1, IN WALNUT HILLS SUBDIVISION OF BLOCK 5, IN HILLIARD AND DOBBINS SUBDIVISION OF ALL THAT PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE PITTSBURG, CINCINNATI AND ST. LOUIS RAILROAD (EXCEPT THE WEST 1/2 OF THE NORTHERN 1/4 AND THE WEST HALF OF THE SOUTHERN 1/4 OF SECTION 6 AFOREAIID) IN COOK COUNTY, ILLINOIS.

93510115

TAX NO.: 25-06-107-006 (AFFECTS LOT 35) & 25-06-107-007 (AFFECTS LOT 36)

DEPT-01 RECORDING 033.50  
T-01111 TRAM 0829 07/02/93 09:00:00  
#9211 # 93-510115  
COOK COUNTY RECORDER

which has the address of 2021 WOODMUNN STREET  
(Same)

Illinois 60630 ("Property Address");  
(Zip Code)

CHICAGO  
(City)

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

MFIL3112 - 04/92

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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 in 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; Lienholders.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations) then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**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.

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

ITEM 10403 NOTE

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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 cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance 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.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

JOHN D. HARRIS

John D. Harris, Esq., P.C.

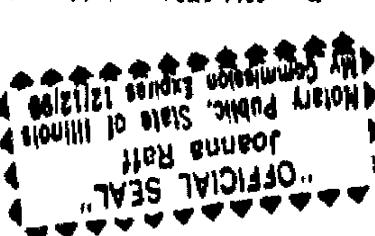
John D. Harris, Esq., P.C. / Notary Public, State of Michigan

John D. Harris, Esq., P.C. / Notary Public, State of Michigan

RECEIVED IN THE OFFICE OF THE CLERK OF THE STATE OF MICHIGAN  
RECEIVED ON 10/10/2018 AT 10:45 AM BY CLERK'S STAFF  
NOTARIZED AND INDEXED ON 10/10/2018 AT 10:45 AM BY CLERK'S STAFF  
CLERK'S STAFF FOR THE CLERK OF THE STATE OF MICHIGAN  
ITEM 187018 (0000)

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Form 304d 9/80 (Page 6 of 6 pages)  
Form 304d 9/80 (Page 6 of 6 pages)



100 MILETTE DRIVE, WOOD DALE, IL, 60191

- ITEM 19/18 (Page 6 of 6 pages)  
(Address)

(Name)

(Name)

This instrument was prepared by  
ROSEMARIE HARGAN, C.R.A.  
The instrument was recorded by

NOTARY PUBLIC

My Commission applies:

Given under my hand and official seal, this 16th day of JUNE 1993

(Month)

and delivered the said instrument to NTA

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is his

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

do hereby certify that DONALD S. HOLLINGSWORTH, A SENSES MY

I, the undersigned, a Notary Public in and for said county and state,

County of COOK, State of ILLINOIS.

Notary Public (Signature) Notary Public (Signature)

Notary Public (Signature) Notary Public (Signature)

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in page 1 through 6 of this  
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) (Specify)

Balloon Rider

Biweekly Payment Rider

Biweekly Term Rider

Rate Improvement Rider

Second Home Rider

Prepaid Term Development Rider

Premium Rider

Condominium Rider

Adjustable Rate Rider

Other(s) (Specify)

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and  
supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument. The coverages and agreements of each such rider shall be incorporated into and shall amend and  
supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument. This instrument does not purport to limit the rights of the holder of this instrument to sue on the debt  
represented by this instrument.

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## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, Ari Parmentz  
of Cook

of Westwind Mortgage Bancorp

county

and State of Illinois

has made and appointed, and BY THESE PRESENTS do make, constitute and appoint Pamela J. Crowley, or Diane M. Allison, or Janice Fugisang, or Andrew D. Tressler of Household Bank, f.a.b. of the City of Wood Dale, County of DuPage and State of Illinois my true and lawful attorney for and in my name and stead to:

Execute any and all documents for the purpose of assigning and transferring a certain mortgage, deed of trust, security instrument and note, including but not limited to, an assignment of mortgage, deed of trust, or security instrument and note alongs for the following loan transaction:

Borrower(s) Name: Donald S. Hollingsworth

Address of Property: 2021 W. Hunt

City, State, Zip Code: Chicago, Il. 60620

HMS Loan Number: 6587604

### SEE LEGAL DESCRIPTION ATTACHED

giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do it personally present at the doing thereof, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2nd day of June, 1993.

State of: Illinois  
County of: Cook

I, Edwina Gaskin, a notary public in and for, and residing in the said County, in the State aforesaid, do hereby certify, that personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therin set forth.

GIVEN under my hand and notarial seal the 12nd day of June, 1993.

Edwina Gaskin  
Notary Public

HMS 1011-HMV 1010 1011



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LOT 35 AND 36 IN BLOCK 1, IN WALNUT HILLS SUBDIVISION OF BLOCK 5, IN MILLIARD AND DOBBINS SUBDIVISION OF ALL THAT PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE PITTSBURG, CINCINNATI AND ST. LOUIS RAILROAD (EXCEPT THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6 AFORE SAID), IN COOK COUNTY, ILLINOIS.

25-06-107-006 and 25-06-107-007

25-06-107-007

Prepared By: Westwind mtg  
5100 N Harlem,  
Harwood Heights IL 60656

Mail to Household Banks  
100 Mittel Drive  
Wood Dale IL 60191

Loan # 6587604