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Loan No: 01907203
Borrower: ROBERT L. FERGUSON

Data ID: 868

Permanent Index Number: 10-24-317-059

Prepared by: Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

Return to: ACCUBANC MORTGAGE CORP.
1 EAST 22ND STREET, #600
LOMBARD, ILLINOIS 60148

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 24th day of June, 1993.
The mortgagor is ROBERT L. FERGUSON AND BARBARA R. FERGUSON, HIS WIFE

("Borrower").

This Security Instrument is given to AMBER MORTGAGE INC., A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 701 HARGER ROAD, SUITE 105, OAK BROOK, ILLINOIS 60521

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY TWO THOUSAND and NO/100----Dollars (U.S. \$ 122,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on July 1, 2023. 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 D IN NORTHERN CONSTRUCTION COMPANY'S RESUBDIVISION OF LOTS 20 TO 35 INCLUSIVE IN BLOCK 3, IN ELLSWORTH T. MARTIN'S SUBDIVISION OF THE SOUTH 1/12 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 1, 1954 AS DOCUMENT NO. 1526344, IN COOK COUNTY, ILLINOIS

93516551

DEPT-01 RECORDING \$29.50
T#1111 TRAN 0580 07/06/93 16:09:00
30296 4 - 93-516551
COOK COUNTY RECORDER

which has the address of 2121 OAKTON,

Illinois

60202
[Zip Code]

[Street]

EVANSTON,
[City]

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

24/5/98

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6. **Occupancy, Preservation, Right to Demand and Protection of the Property; Borrower's Loan Application**
Lesseholders, Borrower shall demand occupancy, 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 until the date of occupancy, unless otherwise agreed by lessor and lessee.

any person will begin within the notice period, any application of proceeds to principal shall not exceed unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount specified in paragraph 1 and 2 or the amount of the payment(s) if under Lender'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 received by this Security instrument immediately prior to the acquisition.

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; or to pay sums secured by this security instrument, whether or not there has been a claim, if the Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to settle a claim, if the Lender may collect the insurance proceeds. Lender or his heirs, executors, administrators, successors, assigns, and personal representatives shall be entitled to the insurance proceeds.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium 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 renewals. In the event of loss, Borrower shall pay promptly to Lender the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Borrower shall promptly discharge any lien which has priority 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) commutes in good faith the lien by, or delegates authority to, an agent proceeding which is acceptable to Lender; (c) secures from the holder of the lien an acknowledgment of the transfer of (c) securities from the holder of the lien to his Secured Instrument; (d) secures from the holder of the lien a written acknowledgment of the transfer of the instrument of the Lender's title to the Lender; or (e) secures from the holder of the lien a written acknowledgment of the transfer of the instrument of the Lender's title to the Lender. Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Application of payments. Unless otherwise provided in the provisions recited by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment due under the Note; second, to amounts payable under paragraphs 2; third, to interest due, and last, to any late charges due under the Note.

4. Charges. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security instrument, and leasehold payments or rents, if any, property shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security instrument, and leasehold payments or rents, if any, Borower shall pay those 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 amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months, in Lender's sole discretion. Borrower shall make up the deficiency in no more than twelve months, in Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

In the funds held by Leander exceeded the amounts permitted to be held by applicable law. If the amount of the funds held by Leander in accordance with the terms within each debt instrument may so readily Borrower in writing and,

The Funds shall be held in an institution whose expenses are measured by a ledger in a ledger or instrumentality, or finally to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually multiplying the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applying the premiums Lender to make such a charge. However, Lender may require to pay a one-time charge for an independent escrow agent, or service such a charge. Moreover, Lender may require Borrower to pay a one-time charge Borrows Lender in connection with this loan, unless Lender uses such a charge to make up the difference between the amount of the funds disbursed and the amount of the funds deposited.

basis of current data and reasonable estimates of expenditures of future Eserow items or otherwise in accordance with applicable law.

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 which may be made under the Note. Prepaid taxes and assessments which may be made under the Note, until the Note is paid in full, in sum ("Funds") for:

(a) yearly leasehold payments of ground rents on the Property, if any; (b) yearly hazard or property insurance premiums; (c) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; (d) any sums payable by Borrower to Lender for taxes and assessments which may be made under the Note and any prepayment and late charges due under the Note, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender for taxes and assessments which may be made under the Note and any prepayment and late charges due under the Note, if any.

3. Funds for Taxes and Insurance. Prepaid taxes and assessments which may be made under the Note and any prepayment and late charges due under the Note, Lender may estimate the amount of Funds due on the last day of each month. Lender may collect the lesser amount. If so, Lender may, at any time, collect under the "RESPA"), unless another law than this applies to the Funds due on the last day of each month. If so, Lender may, at any time, collect under the Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq.

Under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, Borrower's account maximum amount due to Lender for a federally related mortgage loan may require for funds held in an amount not to exceed the maximum amount due to Lender may, at any time, collect and hold Funds in an amount not to exceed the fees called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the fees called "Escrow Items".

Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; (b) yearly hazard or property insurance premiums; (c) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; (d) any sums payable by Borrower to Lender for taxes and assessments which may be made under the Note and any prepayment and late charges due under the Note, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender for taxes and assessments which may be made under the Note and any prepayment and late charges due under the Note, if any.

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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 or 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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 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 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.

13. **Loan Charges.** It is the loan secured by this Security Instrument is subject to a loan which sets maximum loan charges, and that law is firmly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the permitted limit, and (b) any such loan charge which exceeds the permitted limit will be reduced to the permitted limit, and under any circumstance will be treated as a partial prepayment without any precharge under the Note.

12. **Security Instruments and Assents from Joint and Several Liabilities**: Co-signers, The co-signers and arrangements of this Security instrument shall bind and assure the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17.

11. Borrower Not Responsible: Borrower shall not be liable under this Security Instrument for any sums secured by this Security Instrument if granted by Lender to any successor in modification of this instrument or to any trustee in bankruptcy of the Borrower or to any other person holding title to the property covered by this instrument.

If the Property is damaged by Borrower, or it, after notice by Lender, to Borrower, fails to make an award of all the sums are then due, whether or not the same are then due.

the sums secured by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall not be reduced by the amount of the proceeds multipled by the value of the property held in the sums received from the taking, unless the property is sold or otherwise disposed of by the Lender in accordance with the terms of this instrument.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security instrument and shall be paid to Lender.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property.

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 in writing otherwise, with respect to terms of payment, upon notice from the date of disbursement in the Note rate and shall be payable, with interest, upon demand from Lender to Borrower requesting payment.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may ultimately affect Lender's rights in the property (such as a proceeding in bankruptcy, probate, or condemnation), Lender, for convenience or to protect the value of the property, may do and pay for whatever is necessary to protect the value of the property and to make repairs. After such action under this paragraph, Lender does not have to do so.

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Loan No: 01907203

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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

Robert L. Ferguson(Seal)
ROBERT L. FERGUSON -Borrower

Barbara R. Ferguson(Seal)
BARBARA R. FERGUSON -Borrower

.....(Seal)
-Borrower

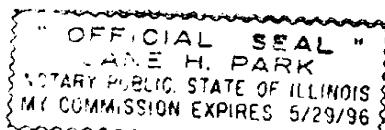
.....(Seal)
-Borrower

[Space Below This Line for Acknowledgment]

State of ILLINOIS
County of COOK

\$
\$

The foregoing instrument was acknowledged before me this 24th day of June, 1993, by
ROBERT L. FERGUSON AND BARBARA R. FERGUSON



Jane H. Park
Jane H. Park
Notary Public
(Printed Name)

My commission expires: 5/29/96

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