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COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JUNE 28, 1993**
The mortgagor is **JAMES CHRISTOPHER AND JO A. CHRISTOPHER, HUSBAND AND WIFE**

(**Borrower**). This Security Instrument is given to **WASHTENAW MORTGAGE COMPANY**, which is organized and existing under the laws of **THE STATE OF MICHIGAN**, **315 E. EISENHOWER, STE. 12, ANN ARBOR, MICHIGAN 48108**, and whose address is (**Lender**).

S1358297
Borrower owes Lender the principal sum of **ONE HUNDRED EIGHT THOUSAND THREE HUNDRED AND NO/100 Dollars (U.S. \$ 108,300.00)**. 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**:

LAND SITUATED IN THE **OF COOK COUNTY, ILLINOIS**
LOT 26 IN MCCARTHY POINTE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4
OF SECTION 21, AND PART OF THE NORTHWEST 1/4 OF SECTION 23, ALL IN TOWNSHIP
37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

22-21-303-026

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3/50
3/PMK

which has the address of **480 WEXFORD**

[Street]

LEMONT, ILLINOIS 60439 ("Property Address"):

[City]

[Zip Code]

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

MTOB. (53)

Form 3014 8/90

(page 1 of 6 pages)

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5. Hazard of Property Insurance. Horrower 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 Landowner requires insurance. This insurance shall be maintained in the amounts and for the periods that Landowner requires. The insurance carrier providing the insurance shall be chosen by Horrower subject to the following conditions:

4. **Charges; Lenses.** 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 of ground rents, if any.

3. Application of Pyramids. Unless applicable law provides otherwise, all pyramids received by Leander under section 6 of this section are subject to the following:

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower in the amount of all sums held by Lender 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 in the time of acquisition or sale as a credit against the sums or sale of the Property.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower at any time it is not sufficient to pay the Fees or Liens when due, for debt may so wholly Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficit.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is sure as institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies law permits Lender to make, such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser, service used in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made, Lender may receive interest on the Funds and apply the Funds to pay all charges, fees, and expenses of holding the Funds, including interest on the Funds at the rate agreed upon by Lender and Borrower.

1. **Payment of Principal and Interest; Prepayment; 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. **Fees 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: (a) yearly taxes and assessments which may affect the property over this Security instrument as a lien on the property; (b) yearly leseshold payments or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearlylood insurance premiums, if any; (e) yearly mortgate 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 mortgagel insurance premiums. These items are called "Security Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth in the Note.

3. **Settlement Procedure.** If any amount due under the Note is not paid when due, Lender may estimate the amount due on the basis of current data and reasonable estimates or otherwise determine items or other amounts. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates or otherwise determine items or other amounts. Lender may estimate the amount due on the basis of current data and reasonable estimates or otherwise determine items or other amounts.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants which vary as by statute to constitute a uniform security instrument covering real property.

BORROWER COVENANTS shall Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and shall die Property is unencumbered, except for encumbrances of record; moreover, warrants and will defend generally the title to the Property against all claims and demands, subject to any

TOCIS will aim the improvements now or hereafter effected on the property, and in easements, appurtenances, fixtures now or hereafter a part of the property. All replacements shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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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 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 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. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

18. Borrower's Right to Reinstate. If Borrower meets certain certain conditions, Borrower shall have the right to have forgiveness of this Securitity 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 Securitity instrument; or (b) entry of a judgment enforcing this Securitity instrument. These conditions are (a) pays Lentee all sums which they would be due under this Securitity 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 Securitity instrument; or (d) pays Lentee all sums which they would be due under this Securitity instrument and the Note as if no acceleration had occurred.

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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.

16. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. 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

14. Notices. Any notice to Botower provided for in this Section shall be given by delivery in or by mailing it by first class mail unless applicable law requires use of registered method. The notice shall be directed to the property address or any other address Botower designates by notice to Landlord. Any notice given by first class mail to Landlord, addressed to Landlord at its principal place of business, shall be deemed to have been given to Landowner or Landlord when given as provided for in this Section.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that it's intent or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower which exceeded the 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 payment to Borrower. If, instead, reduces principal, the reduction will be treated as a partial prepayment with interest any prepayment under the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signers and assignments shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this Security instrument only to mitigate, (b) is co-signing this Security instrument but is not interested in the property under the terms of this Security instrument, (c) agrees with Lender and any other Borrower may agree to pay the sum secured by this Security instrument, and (d) makes any other agreement which may affect or impair the rights of Lender under the Note.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments. 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest to the extent that Borrower or Borrower's successors in interest have received any payment from Lender.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is given, Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the property or to the sum secured by this Security Instrument, whether or not due.

In the event of a total taking of the Property or part thereof, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in whole or in part, the fair market value of the Property paid to Borrower, less than the amount of the sums secured by this Security instrument, will be applied to the sums secured by the Property paid to Borrower and Lender after otherwise applying in whole or in part to the sums secured by this Security instrument before the taking, unless Security instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total 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 whole or in part, the fair market value of the Property paid to Borrower, less than the amount of the sums secured by this Security instrument before the taking, shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the fair market value of the Property paid to Borrower and Lender after otherwise applying in whole or in part to the sums secured by this Security instrument before the taking, divided by (b) the fair market value of the Property paid to Borrower and Lender after otherwise applying in whole or in part to the sums secured by this Security instrument before the taking.

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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.

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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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Loan Number: 931543/508234

WASHTENAW MORTGAGE COMPANY
315 E. EISENHOWER, STE. 12

RECORD AND RETURN TO:

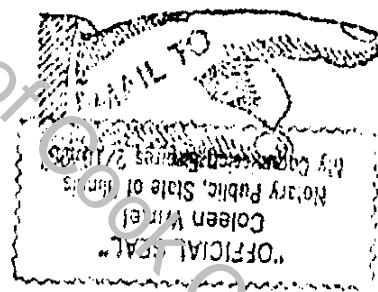
ANN ARBOR, MICHIGAN 48108
315 E. EISENHOWER, STE. 12

This instrument was prepared by

County, Illinois

Notary Public,

My Commission expires:



by JAMES CHRISTOPHER AND JO A. CHRISTOPHER, HUSBAND AND WIFE
The foregoing instrument was acknowledged before me this 28th DAY OF JUNE, 1993
(Date) _____

STATE OF ILLINOIS,

County of: _____

(Space Below This Line For Acknowledgment)

Borrower _____
(Seal) _____Borrower _____
(Seal) _____Borrower _____
(Seal) _____Borrower _____
(Seal) _____Instrument and in any other(s) executed by Borrower and recorded with it
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security