

PREPARED BY:  
D. BRADLEY SPRINGER  
DOWNERS GROVE, IL 60515

# UNOFFICIAL COPY

A.T.G.  
Box 370

93569376

RECORD AND RETURN TO:

EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION  
3051 OAK GROVE  
DOWNERS GROVE, ILLINOIS 60515

(Space Above This Line For Recording Data)

## MORTGAGE

379736-8

93569376

THIS MORTGAGE ("Security Instrument") is given on JULY 15, 1993  
MICHAEL J. CUSHING  
AND SUSAN M. CUSHING, HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to  
EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION

17001 FRANKE ROAD, BOX 370, DOWNERS GROVE, IL 60515  
FAX # 708-564-376  
REC'D COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 3051 OAK GROVE  
DOWNERS GROVE, ILLINOIS 60515 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. \$ 148,200.00 ).

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 AUGUST 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 19 IN BLOCK 53 IN WINSTON PARK NORTHWEST, UNIT NUMBER 4, BEING A SUBDIVISION IN SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 13, 1964, AS DOCUMENT NUMBER 18020710, IN COOK COUNTY, ILLINOIS.

02-13-115-019

REC'D COOK COUNTY RECORDER  
BY [Signature]

which has the address of 906 NORTH PRATT, PALATINE (Street, City),  
Illinois 60067 ("Property Address");  
(Zip Code)

DPB 1088

Form 3014 9/90  
Initialed: SMC  
HHC

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP MORTGAGE FORMS - 1313293-8100 - 18001621-7201

Page 1 of 8

3100 ND

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Form 3014-789  
Date 1988

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04/11/1988

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

This Security Instrument, Lender may give Borrower a notice terminating the Note. Borrower shall satisfy the Note or take one of his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over enforcement of the Note; or (c) secures from the holder of the Note an agreement satisfactory to Lender subordinate to any other debtors against enforcement of the Note in, legal proceedings which in the Lender's opinion operates to prevent the Note, or debts against enforcement of the Note in a manner acceptable to Lender; (d) collects in good faith the Note by utilizing to the payment of the obligation secured by the Note in a manner acceptable to Lender; (e) agrees to the payment of the principal amount to Lender.

Borrower shall promptly discharge any Note which has priority over this Security Instrument unless Borrower: (a) agrees to pay the person owed payment; Borrower shall promptly furnish to Lender receipts evidencing the payment; to the person named in the instrument provided in paragraph 2, or if not paid in full number, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any; Borrower shall pay 4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and expenses etc., liable to the Property third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments made by Lender under Paragraphs this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition of the Note; credit against the sums received by Funds held by Lender. If, under Paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds received by this Security Instrument or Note to the acquisition or sale twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums received by this Security Instrument, Lender shall promptly refund to Borrower any shall pay to Lender the amount necessary to make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may so do; Borrower is willing, 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 is any for the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower twelve monthly payments, at Lender's sole discretion.

If the Funds were made, The Funds are pledged as additional security for all sums received by this Security Instrument. Lender may require an unusual accounting of the Funds, showing details and debts to the Funds and the purpose for which each without charge, and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, Borrower and Lender may require to be paid, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender may pay a one-time charge for an independent law reporting service a charge. However, Lender may require for holding and applying the Funds and applying the law permits Lender to make such Escrow items, unless Lender, as Borrower may require interest on the Funds and applying the law permits Lender to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, usually назначив the escrow account, or Escrow items, Lender, if Lender is such a "entity" or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, unless Lender is held in an institution whose deposits are insured by a federal agency, insuranceliy, or equity including Lender, if Lender is such a "entity" or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, unless Lender is held in an institution whose deposits are insured by a federal agency, insuranceliy, or equity.

The Funds shall be held in escrow in accordance with applicable law.

Escrow items 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 is liable to pay, to Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". if any: (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (b) yearly heating oil or propane premiums; (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly lesseehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum which may pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Premiums. Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS. This Security Instrument covers real property.

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

BORROWER COVENANTS that Borrower is lawfully seized of the entire property covered and has the right to mortgage, grant and convey, 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.

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

TOGETHER WITH all the improvements now or hereafter erected on the property. All replacements and additions shall also be covered by this Security

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of 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

OPB 1001

Form 3014 9/90

Initials:

ORBL 51011

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**Form 3014 9/90  
DPS 1982**

• put to word

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16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.  
DPS 1008  
to be severable.

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

14. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by delivery or by mailing to Borrower at his address provided for in this instrument. Any notice provided for in this instrument shall be given by delivery or by mailing to Borrower at his address provided for in this instrument.

prepayment charge under the Note.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any such loan charge which exceeded the permitted limits, the lender may choose to make this reduction by reducing the principal owed under the note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower's consent.

make any accommodation, does which regard to the terms of this Security Instrument or the Note without his Borrower's consent.

12. Successors and Assigees 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 covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that instrument to the Lender; (b) is not personally obligated to pay the sums Borrower's interest in the Property under the terms of this Security Instrument; (c) is not liable to Lender or any other creditor for any debt or obligation of Borrower except as set forth in the Note.

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

Classes Lecture and Solution will continue as before in parallel, but application of processes to problems will now have to wait for the date of the next lab.

secured by this Security Instrument, whether or not there are

be applied to the sums secured by this Security Instrument whether or not the sums are then due;

taking, unless you have a valid license agree to writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the Valuation is less than the amount of the sums secured immediately before the

bequeath the asking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair

This Security Instrument shall be reduced by the proceeds multiplied by the following fractions: (a) the total

Security Instrument immediately before the mailing, unless Borrower and Lender otherwise agree in writing, the sums secured by

market value of the Property immediately before the striking is equal to or greater than the amount of the sum secured by this

In the event of a total taking of the Property, the proceeds shall be applied to the costs incurred by this association.

shall be paid to Lender.

academician or other ranking of any part of the Property, or for conveyance in lieu of compensation, are hereby assigned and

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

9. Acceptation. Lender or its agents may make reasonable relations upon and inspections of the Property. Lender shall give

the premium required to maintain coverage in effect, or to provide a loan receiver, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

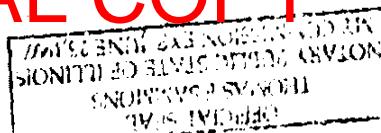
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

DPB 1083  
Form 3014 0700

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DPS 1084

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My Commission Expires  
6/25/10

Michael J. Cushing  
July 1, 1993

Given under my hand and official seal, this 15 day of  
free and voluntary act, for the uses and purposes herein set forth  
me this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR  
personally known to me to be the same persons whose names subscriber to the foregoing instrument, appeared before

MICHAEL J. CUSHING AND SUSAN M. CUSHING, HUSBAND AND WIFE  
County and State do hereby certify that  
1. THE UNDERSIGNED

, Mortuary Practice in and for said

Courtly See:

STATE OF ILLINOIS, COOK

Borrower  
SUSAN M.

Borrower  
MICHAEL J.

Borrower  
SUSAN M.

Borrower  
MICHAEL J.

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

935376

Witness  
John A. Clark

Witness  
John A. Clark

(Check applicable box(es))

Instrument

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

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- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> Bi-weekly Payment Rider | <input type="checkbox"/> Graduated Payment Rider        | <input type="checkbox"/> Balloon Rider      |
| <input type="checkbox"/> 1-4 Family Rider        | <input type="checkbox"/> Bi-monthly Payment Rider       | <input type="checkbox"/> V.A. Rider         |
| <input type="checkbox"/> Rate Impoverment Rider  | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Second Home Rider  |