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WHEN RECORDED MAIL TO

INDEPENDENCE ONE MORTGAGE CORPORATION
A MICHIGAN CORPORATION
600 HOLIDAY PLAZA DRIVE STE. 250
MATTISON, IL 60443
LOAN NUMBER: 3300960

COOK COUNTY, ILLINOIS
FILED FOR RECORD

23 JUL 27 PM 1:49

93584087

BOX 251

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2A

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JULY 23RD , 1993**.
The mortgagor is **TIMOTHY S. NEUMANN, DIVORCED NOT SINCE REMARRIED, AND DONNA R. WHITTEN, DIVORCED NOT SINCE REMARRIED.**

INDEPENDENCE ONE MORTGAGE CORPORATION, A MICHIGAN CORPORATION
which is organized and existing under the laws of **MICHIGAN**, and whose address is
300 GALLERIA OFFICENTRE, SOUTHFIELD, MI 48034

("Lender"). Borrower owes Lender the principal sum of **SEVENTY THOUSAND EIGHT HUNDRED AND NO/100 Dollars (U.S. \$ 70,800.00)**. This act 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 1ST, 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 18 (EXCEPT THE NORTH 30 FEET THEREOF), ALL OF LOT 17 AND THE NORTH 5 FEET OF LOT 16 IN BLOCK 11 IN O. KUETER AND COMPANY'S RICHTON PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID: 31-35-110-032

93584087

which has the address of **22531 RIDGEWAY AVENUE**
[Street]
Illinois 60471 ("Property Address");
[Zip Code]

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 10701.1 (8802)
MPCD9503 - 08/92

Form 3014 9/90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-530-9993 □ FAX: 810-791-1131
3300960

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1844-184-818 XW □ 0000-000-000-1 1993 APR 6

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(see [Bard's *6a* as a Reward](#)). [See also](#)

(1993-94) 20% PIGE WING

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5. **Handout of 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 "covered coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and types of insurance as specified by the insurance company to whom the property is insured.

4. Charges: Lessor. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may affect property over this Security Instrument, and Leasedhold improvements as defined in the Deed of Trust.

3. Application of Payments. Unless otherwise provided by Law, payments made under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums accrued by this Security Instrument, as provided in the instrument, the security interest herein created shall promptly refund to Borrower any funds held by Lender at the time of acquisition or sale of the Security Instrument.

If the Funds held by Lenders exceed the amounts permitted to be held by applicable law, Lenders shall account to Borrower for the excess in accordance with the requirements of applicable law. If the amount of the Funds held by Lenders in excess of the amounts permitted to be held by applicable law is not sufficient to pay the Escrow Items when due, Lenders may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency to the extent necessary to make up the deficiency.

2. Funds for Taxes and Liabilities. Subsidiary 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 accrue over the Property; (b) yearly liability payments as a loss on the Property; (c) yearly hazard or property insurance premiums; (d) yearly leasehold payments of ground rents on the Security instrument; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in so far as such the providers of paragraph b, in lieu of the payment of mortgages payable to Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount so called "Crown taxes". Lender may, at any time, require loan may require to hold Funds in an amount not to exceed the maximum amount so called "Crown taxes". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount so called "Crown taxes". In lieu of the payment of mortgages payable to Lender, in so far as such the providers of paragraph b, in lieu of the payment of mortgages payable to Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount so called "Crown taxes". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount so called "Crown taxes".

L. Payment of Premium and Interest: Premium and Late Charge. 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.

UNIFORM COVENANTS, BOMTOWER AND LEOADER COVENANT AND AGREEMENT AS FOLLOWS:

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

BONKOWSKI COVRENTAIS THE BONAVENTURE IS TUTORIALLY seated of the estate hordey covveyed and has the right to manage, gress and cressify the Property and shall the Property is unoccupied, except for encumbrances of record. Bonkowsky, gress and cressify the Property and will defend gressarily the title to the Property against all claimants and demands, subject to any encumbrance or record.

TOGHTHER WITH all the improvements now or hereafter erected on the property. All improvements and additions shall also be covered by this Security and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security.

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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 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 security interest. Borrower may cure such 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

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If Leader exercises this option, Leader 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. Leader may invoke any remedies permitted by this Security Instrument without further notice of demand on Borrower.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note which purports to be given effect without the contemplation of this Security Instrument, to this end the provisions of this Security Instrument and the Note are given effect notwithstanding the provisions of this Note which purports to be given effect without the contemplation of this Security Instrument.

11. Notices. Any notice to Boardowner 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 mailing address of the Boardowner or to his/her place of business if known. Any notice to Boardowner or to his/her place of business shall be deemed to have been given to Boardowner or his/her place of business if such notice is given to his/her place of business or to his/her place of business if his/her place of business is known. Any notice provided for in this Security Instrument shall be deemed to have been given to Boardowner or his/her place of business if such notice is given to his/her place of business or to his/her place of business if his/her place of business is known.

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 mainly interpreted so that the interest or a part of it loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan, if any, shall be reduced by the amount necessary to reduce the loan charged the permitted limits, if any such loan, if any, shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from the principal owned 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 requirement of notice under the Note.

12. **Suppliers and Agents**. The coverings and agreements of this Security Instrument shall bind and benefit all 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 shall and agrees to be liable for his/her portion of the obligations of Lender and Borrower and any other person or persons who may become liable under this Security Instrument in accordance with the terms hereof.

⁶ See also the section on "The Economics of Slavery" in this volume.

1. The court may fix a date for the hearing of the case; or, if the parties so desire, it may fix a date for the hearing of the case, and the parties may agree to extend the time for the hearing of the case.

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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 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.

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FAX 800-523-0881

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ITEM 14700 (202)

Box 251

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600 HOLIDAY PLAZA DRIVE STE. 250, MATTISON, IL 60443

INDIPENDENCE ON MORTGAGE CORPORATION, A MICHIGAN CORPORATION

This instrument was prepared by
PHYLLIS MANOR

Many Public



My Commission expires:

Given under my hand and official seal, this

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I, the undersigned
, a Notary Public in and for said county and state,
do hereby certify that TIMOTHY S. NEUMANN, DIVORCED NOT SINCE REMARRIED, AND DONNA R.
WHITTEEN, DIVORCED NOT SINCE REMARRIED,
, personally known to me to be the same person(s) whose name(s) are
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
signed
and delivered the said instrument as their
free and voluntary act, for the uses and purposes herein set

STATE OF ILLINOIS.

Cook County ss:

-Borrower
(See)

Bottower

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(ମୋଟ)

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WILLOW'S NATION

WYOMING

WITNESSES:

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

Other(s) (Specify) _____

<input type="checkbox"/> Adjustable Race Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Grandparent Rider	<input type="checkbox"/> Bi-weekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Bi-monthly Premium Rider	<input type="checkbox"/> Grandchild Premium Rider	<input type="checkbox"/> Bi-monthly Premium Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Recreational Rider	<input type="checkbox"/> Bloom Rider	<input type="checkbox"/> Second Home Rider
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2. All debts to the Society by members. If one or more debts are incurred by persons and recorded for goods with the Society, the convenants and agreements of each such debtor shall be incorporated into and shall stand and support the covenants and agreements of this Society.