

# UNOFFICIAL COPY

93602183

WHEN RECORDED MAIL TO  
HOUSEHOLD MORTGAGE SERVICES

KXXXXXXXXXXXXXX  
100 MITTEL DRIVE, WOOD DALE IL 60191  
KXXXXXXXXXXXXXX  
HXXXXXXXXXXXXXX  
LOAN NUMBER: 6663082

COOK COUNTY, ILLINOIS  
FILED NOV 10 1993

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93602183

Box 169  
Property of Cook County Clerk's Office  
RECEIVED  
#C63936  
PER  
THIS MORTGAGE ("Security Instrument") is given on

JULY 26TH , 1993

The mortgagor is DONALD A. FORD AND CAROL A. FORD, HUSBAND AND WIFE. a/k/a DONALD ALEXANDER FORD JR. AND CAROL ANDERSON FORD

("Borrower"). This Security Instrument is given to

PRIME MORTGAGE ASSOCIATES, INC.  
which is organized and existing under the laws of ILLINOIS  
464 CENTRAL AVENUE, NORTHPFIELD, IL 60093

, and whose address is

(("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (U.S. \$ 100,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1ST, 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:

LOTS 18 AND 19 IN BLOCK 4 IN GEORGE F. NIXON AND COMPANY'S NORTH SHORE FOREST PRESERVE, BEING A SUBDIVISION OF LOTS 20 AND 21 IN COUNTY CLERK'S DIVISION OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 1925, AS DOCUMENT NUMBER 8996049 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 05-31-309-021  
05-31-309-020

which has the address of 724 HUNTER ROAD

(Street)

Illinois

60025

(Zip Code)

("Property Address");

, GLENVIEW

(City)

93602183

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876L1 (9202)

MFIL3112 - 04/92

Form 3014 4/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call 1-800-530-8393 FAX 516-791-1131

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(1980) v. 60, p. 220-231. Actes. Séminaire.

(2020) 279(4), 921

5. **Hazard or Property Insurance.** Owner/Operator 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

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) consents in good faith to the assignment of the obligation secured by the lien to a third party acceptable to Lender; or (c) secures from the Lender's agent or attorney of the lien by, or defeccts against the instrument of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the instrument of the lien in a manner acceptable to Lender.

3. Application of Payments. Unless otherwise provided by law, payments, all payables, accrued by Lessee under paragraphs 1 and 2 shall be applied first, to any principal due; and last, to any late 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.

Funds held by Lenard, if under Paragraph 21, Lenard shall acquire or sell the Property. Under, prior to the acquisition or sale of the Property, shall apply any funds held by Lenard at the time of acquisition or sale as a credit against the sums secured by this Security instrument.

Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Borrower at any time is not sufficient to pay the Escrow items when due, Lender 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 in no more than twelve months after notice of such deficiency.

The Funds shall be held in an escutcheon whose deposits are insured by a federal agency, insurmountability, or otherwise. Funds held in an escutcheon which are uninsured shall be held by another bank, and the funds held by another bank shall be secured by this Security Instrument.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest: Payment shall promptly be made when due the principal and interest; Prepayment and Late Charges.

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

more payable, grant and convey the Property and will defend generally the title to the Property against all claims and demands, subject to any other warranties and will defend generally the title to the Property against all claims and demands, subject to any circumstances of record.

DOGEHIERK WITH all the improvements now or heretofter to be made on the property, and all easements, appurtenances, fixtures now or hereafter a part of the property. All replacement parts and addititions 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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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 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

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(328pd u (u + 38pd) / 16.6 = 1.000000000)

(35880 9) 8 2800 06/6 P10E W203

(2026) 7:928, 143

[8], Borrower's Right to Remedy. 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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of at least 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.

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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, the transferee shall be given a copy of this note and of this security instrument.

Each of the given certificates without the corresponding provisions, to this end and the provisions of this security instrument and the note are declared to be severable.

articles which applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which are written in plain English.

15. **Compliance Law; Reversability.** This Security instrument shall be governed by federal law and the law of the state in which the Borrower is located. In the event that any provision of this Security instrument conflicts with the laws of the state in which the Borrower is located, the provision shall be deemed modified to conform to such law.

West class must to Leader's address since it will be deemed to have been given to Bottowever or Leader which given as provided

14. **Notices.** Any notice to Burrowes shall be given by deliverying it or by mailing it by First class mail unless otherwise required by law. Any notice to Lander shall be given by deliverying it or by

a different payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

with the loan exceed the permitted limits, then: (a) any such loan clause shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected shall be returned which exceed the permitted limit.

13. **Loan Charges.** If the loan accrued by this Society to loan charge is subject to a law which sets maximum loan charges, and that law is finally implemented so that the interest or other loan charge is collected or to be collected in connection

holder or make any accommodations with regard to the terms of this Security Instrument if the Note without the holder's consent.

Boatowner's interest in the property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) has no authority to extend, modify, or change the terms of this Security Instrument.

scribing this name shall have and retain all the successions and descents of the same.

12. Successors and Assigns Bound, Joint and Several Liability; Co-signers. The co-signants and agreeements of this instrument shall bind and affect all successors and assigns of it, whether or not Borrower signs such or to the modifications of this instrument.

otherwise modify arrangement of the sums secured by this security instrument by reason of any demand made by the original Borrower or successors in interest. Any holder in exercise of any right or remedy shall

of Borrower shall not be liable to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or

17. Borrower's Right to Release: Borrower shall have the right to release the Lender from his Secured Obligation in the event of the sale or transfer of the property securing the same.

Unless less certain 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 such payments.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

Property in which the fair market value of the property immediately before the taking is less than the amount of the sums received immediately before the taking unless both were otherwise agreed in writing or unless otherwise stipulated by law.

Payments immediately before the strike date shall be paid in Hongkong dollars at the exchange rate of the day prior to the day of the payment.

which the first intimation came of the property immediately before the taking, unless Borrower and Lender otherwise agree in writing;

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this instrument whether or not then due, with any excess paid to Bowmire in the event of a partial taking of the property in trust.

any condominium or other taking of any part of the property, or for conveyance in lieu of condominium, are hereby assisgned and shall be paid to Landor.

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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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Form 3014 9/90 (page 6 of 6 pages)  
GARFIELD PARK - FORMS & FEE SCHEDULE  
000-350-0003 TEL 619-781-1111

ITEM #27468 (9202)

33602183

(Address)

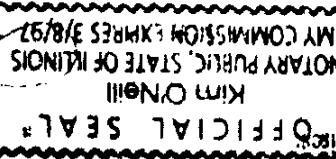
464 CENTRAL AVENUE, NORTHFIELD, IL 60093

(Name)

PRIME MORTGAGE ASSOCIATES, INC.

This instrument was prepared by

Notary Public



My Commission Expires

KIM O'NEILL

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 3/8/97

Given under my hand and official seal, this

day of July 1993

AGM

Year.

free and voluntary act for his uses and purposes herein set and delivered the said instrument as *July 1, 1993*

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *they* signed

and wife *are*, personally known to me to be the same person(s) whose name(s)

do hereby certify that *Donald A. Ford, Inc.* does business as a Notary Public in and for said county and state,

County of:

Cook

STATE OF ILLINOIS.

Borrower  
(Seal)

Hortzeller  
(Seal)

Borrower  
(Seal)

Donald A. FORD  
(Seal)

Witness:  
Security instrument and in any rider(s) executed by Borrower and recorded with it  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this

Instrument [Check applicable box(es)]

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 instrument. If any rider(s) were a part of this Security instrument, the covenants and agreements of this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument.
- Adjustable Rate Rider  Condominium Rider  1-4 Family Rider   
Graduated Payment Rider  Planned Unit Development Rider  Biweekly Payment Rider   
Balloon Rider  Rate Improvement Rider  Second Home Rider