

MAIL TO:

GMAC MORTGAGE
9501 West 114th Pl.
Orland Park, IL 60462

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SC 399982

CRAIG COOK, CLERK OF COURTS
FILED 11/11/1993 11:09 AM

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MORTGAGE

LOAN # 4-006036-11

3/12

THIS MORTGAGE ("Security Instrument") is given on AUGUST 23, 1993

The mortgagor is

WILLIAM S. MESCHER AND NANCY M. MESCHER, HIS WIFE

("Borrower"). This Security Instrument is given to GMAC MORTGAGE CORPORATION OF PA

which is organized and existing under the laws of PENNSYLVANIA, and whose address is 8360 OLD YORK ROAD, ELKINS PARK, PA 19117-2590

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED AND 00/100 Dollars (U.S. \$ 115,400.00).

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 SEPTEMBER 01, 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 297 IN GREENBRIER IN THE VILLAGE GREEN, UNIT NO. 7, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4, PART OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4, ALL OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF PARTS OF LOTS 10 AND 11 IN GEORGE KIRCHOFF ESTATES SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTIONS 7 AND 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ARLINGTON HEIGHTS, WHEELING TOWNSHIP ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1964 AS DOCUMENT NUMBER 19,131,942, IN COOK COUNTY, ILLINOIS.

P.I.N. 03-18-107-014

which has the address of

1430 CONCORD

ARLINGTON HTS

(Street, City),

Illinois

60004

(Zip Code)

("Property Address");

ILLINOIS - Single Family - PHM&P/NLMG UNIFORM INSTRUMENT

CR-IL (1993) 01

Form 3014 8/96

Amended 8/91

VHP MORTGAGE FORMS • (312)282-8100 • (800)521-7387

Page 1 of 1

1430 CONCORD

BOX 15

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Digitized by srujanika@gmail.com

Borrower shall promptly discharge any loan which has accrued over the Security Intertrustee's Borrower; (B) agrees in writing to the payment of the obligations secured by the loan in a manner acceptable to Lender; (C) contains in good faith the loan by, or delivers sufficient documentation of the loan to, legal proceedings which in the Lender's opinion operate to prevent the continuation of the loan; or (C) causes from the books of the loan an agreement satisfactory to Lender; (D) Borrower shall promptly pay over the Security Intertrustee's Borrower; (E) agrees in writing to the payment of more than Security Intertrustee; (F) causes any other party to Borrower to become personally liable over the loan to him Security Intertrustee; (G) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (H) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (I) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (J) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (K) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (L) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (M) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (N) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (O) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (P) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (Q) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (R) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (S) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (T) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (U) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (V) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (W) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (X) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (Y) causes any party to the loan to become personally liable over the loan to him Security Intertrustee; (Z) causes any party to the loan to become personally liable over the loan to him Security Intertrustee.

4. Charges: Lessee, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may from time to time be levied by the Security Interpolator, and standard payments or ground rents, if any. Borrower shall pay those obligations in due manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them in sum directly to the person owed payment. Borrower shall pay to Lender all moneys of amounts so paid under this paragraph. If Borrower makes these payments already, Borrower shall promptly furnish to Lender receipts evidencing the payments.

1 and 2 shall be applied; that is to say proprietary changes 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.

Society's commitment *Letters addressed to you provides otherwise, all payments received by you under agreements*

Upon payment in full of the sum demanded of the Securty instrument, Lender shall promptly refund to Borrower any Funds held by Lender; if, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the negotiation of sale of the property, shall apply any Funds held by Lender at the time of acquisition of sale as a credit to the sum secured by this

monophyly of the *Pyrrhulina* clade, and the monophyly of the *Pyrrhulina* clade, and the monophyly of the *Pyrrhulina* clade.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. In the account of the Funds held by Lender in any time is not sufficient to pay the Borrower when due, Lender may no notify Borrower in writing, and, in such case Borrower shall pay

Leader may agree in writing, however, that leaders shall be paid on the Funds. Leader shall give to Rotaract, without charge, unspent accountings of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are held in a fiduciary capacity for all units except by the Security Committee.

However, leader may require Board members to pay a two-thirds charge for an independent real estate tax reporting service used by the corporation. This charge may be required if the corporation has no other way to determine the amount of the tax.

Lender, if Lender is such as such an institution). As in my Federal Home Loan Bank, Lender shall apply the Funds to pay the Broker's fees and expenses in connection with the making of a loan or extension of credit to the Borrower.

The Fund shall be held in trust by a trustee who is a person whom the Commissioner may authorise to act as trustee.

amounts. If so, Lenther may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lenther may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Breckinridge County or the State of Kentucky.

Under such circumstances, it may be necessary to hold funds in trust until the final audit is completed, thereby insuring prompt payment of amounts due to the State.

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly land insurance premiums;

2. *Fundus for Taxes and Investments.* Subject to applicable law or to a written waiver by Lender, Borrower shall pay under or in accordance with the Note until the Note is paid in full, a sum ("Fundus") for: (a) yearly taxes

1. **Program of Preparation and Selection:** Preparatory and late Classes. Barrister 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.

VERIFICATION OF COVERAGE - A telephone survey of customers to determine the extent of non-durable consumption with reference to the following items: **UNIFORMS, COHESANTS, DETERGENT AND LIQUID COVERALL AND NECKLACES**.

Given and countersigned this twenty six day of December, except for circumstances of record.

All of the foregoing is referred to in the Security Instrument as the "Property".
BORNWATER COVENANTS that Bornwater is lawfully seized of the same hereby conveyed and has the right to mortgage

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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.

In the event of a total taking of the Property, 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 which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (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 which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, 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.

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 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 commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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 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 Borrower'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) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 limit; and (b) any sums already collected from Borrower which exceeded 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 a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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g. Mortgagee Lienholder. If Lender received mortgagee instructions as a condition of making the loan required by this Security Instrument, Borrower shall pay the premium required to maintain the mortgagor's insurance in effect if, for any reason, the mortgagor's insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the original coverage subsequently equivalent to the mortgage insurance previously in effect, if a loss occurs due to damage to the property covered by the original insurance policy.

Any amounts disbursed by Landor under this paragraph 7 shall become additional debt of Borrower secured by the Security Instrument, unless Borrower and Landor 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 Landor to Borrower requiring payment.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or forcible entry 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 (such as a paying any sums secured by a loan which has priority over this Security Instrument, appealing to court, paying reasonable attorney's fees and expenses on the Property to make repairs). Although Lender may take action under the Partnership, Lender

All insurance policies and renewals shall be susceptible 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

3. Standard of Property Insurance. Homeowner shall keep the improvements now existing or hereafter erected on the property in good condition. Homeowner shall keep the property in accordance with property insurance coverage as described above. Landlord may, at Landlord's option, obtain

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LOAN #:

4-006036-11

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default may 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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