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MORTGAGE

Loan No. 1901883

DEPT-01 RECORDING \$31.50
T01111 TRAN 2619 10/07/93 10:47:00
64944 & 93-803789
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on September 21, 1993, by CHARLES H. BENSON, IV and MAIJA BENSON, HUSBAND AND WIFE

CHARLES H. BENSON, IV BENSON
MAIJA BENSON, WIFE
("Borrower"). This Security Instrument is given to

SUN MORTGAGE CORPORATION

which is organized and existing under the laws of STATE OF ILLINOIS, and whose address is 1306 NORTH ROSELLE ROAD, SCHAUMBURG, ILLINOIS 60195 ("Lender"). Borrower owes Lender the principal sum of one hundred seven thousand and no/100— Dollars (U.S. \$ 107,000.00).

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 October 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 8 IN BLOCK 3 IN ARLINGTON KNOLLS, BEING A SUBDIVISION OF PART OF EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19 AND PART OF WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 12, 1948 AS DOCUMENT 14441700, IN COOK COUNTY, ILLINOIS.

PIN 03-20-104-016
which has the address of 1600 N. VAIL AVENUE
Illinois 60004 ("Property Address");
(Zip Code)

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP MORTGAGE FORMS • (313)283-6100 • (800)521-7281

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Form 3014 8/90
Amended 8/91
Initials CB

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If Borrower makes those payments already, Borrower shall promptly furnish to Lender receipts evidencing the payments.

third, to interest due; fourth, to principal due; and last, to any late charge due under this Note.

3. Application of Penalties. Unless applicable law provides otherwise, all payments received by Learner under paragraph 2, and 2 shall be applied: first, to any prepayments charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums secured by this Security 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 acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums needed by

If the Funds held by Lender exceed the amounts permitted to be held by my applicable law, Lender shall account to Borrower for the excess Funds held in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds the amounts permitted to be held by my applicable law, Lender 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 payment, at Lender's sole discretion.

The Funds shall be held in an account whose deposits are insured by a federal agency, intermediately, or directly (including Leader, if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow items. Leader may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Leader pays a trustee's fee to the Funds and applies the escrow items to make such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Leader to be paid, Leader shall not be required to pay Borrower any interest or earnings on the Funds without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Leader may agree to writing, however, that neither shall be paid on the Funds. Leader shall give to Borrower, Board of Directors and Leader may agree to write, however, that neither shall be paid on the Funds.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach to the Property over this Security Interest as a lien on the Property; (b) yearly household payments or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; or (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower Item". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Home Loan Bank Board Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("FHLBP"). unless made law that applies to the Funds acts a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the Funds less than the amount of the Note, unless otherwise provided in the Note. Funds due on the basis of current data and reasonable estimates of expenditures of future income or expenses in accordance with applicable law.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

variations by jurisdiction to correlate a particular security instrument covering real property.

THIS SECURITY INSTRUMENT contains uniform conventions for national use and non-uniform conventions with limited application.

BORROWER COVENANTS The Borrower shall promptly furnish a copy of the terms and conditions of this Note to its mortgagee and shall take the right to mortgag[e] instruments. All of the foregoing is referred to in this Security Instrument as the "Property".

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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 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 requires 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

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Form 301A 9/80

116. Rotator's Copy. Rotator shall be given one copy of the Note and of this Security instrument.

Digitized by srujanika@gmail.com

15. GOVERNING LAW; SEVERABILITY. This Security Interest and the provisions of this Note are declared effective without the conflicting provision. To the extent that any provision of this Note conflicts with any applicable law, such conflict shall not affect other provisions of this Security Interest or this Note which can be construed with this Note in accordance with such applicable law.

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

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing to Borrower's address set forth at any other address Lender designates by notice to Borrower. Any notice provided for in this Lender's address shall be given by notice to Lender. Any notice to Lender shall be given by first class mail to or any other address Borrower designates by notice to Lender. The notice shall be directed to the Property Address if 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.

Properties 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 charges shall be reduced by the amount of necessary to reduce the charge loan secured to the permitted limits; (b) any such loan charges collected or to be collected in connection with the loan shall be reduced by the principal owed under the note or by making a direct payment to the Borrower. If a reduced reduction will be treated as a partial paydown without any power. Lender may choose to make this reduced by reducing the principal owed under the note or by making a direct payment to the Borrower. If a reduced reduction will be treated as a partial paydown without any power.

make any accommodations which regard to the centre of the Security Instrument or the Net without first Borrower's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covernotes and agreements of this Security Instrument shall bind and bequeath the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument; and (c) agrees that Lender and any other Borrower or Borrower's jointer in the Property under the terms of this Security Instrument; (c) do not personally obligate to pay the sums secured by this Security Instrument; and (d) agrees that Lender and any other Borrower or

exercised of any right or remedy.

Usually Leader and Borrower of a vehicle agree to it writing, any application of proceeds to principal shall not exceed or
possibly the due date of the monthly payment, referred to in paragraph 1 and 2 of change the amount of such payments.

"The Company is bound by its Security Instruments, whether or not then due.
Lender is authorized to collect, and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum
awarded or settle a claim for damages, or, after notice of demand to Lender within 30 days after the date the notice is given,
award or recover damages, or, if the holder of such note or instrument, or his assignee, has no power to make an
award or settle a claim for damages, or, if, after notice of demand to Lender within 30 days after the date the notice is given,
Lender is authorized to repair, or apply the proceeds, at its option, either to restoration or repair of the Property or to the sum
secured by this Security Instrument, whether or not then due.

market value of the property immediately before the letting is less than the amount of the sums secured immediately before the taking, unless the landlord otherwise agrees in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums received by the SecuritY Intermediary whether or not the sums are due.

were less or not than 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 accrued by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums accrued by this Security instrument shall be reduced by (a) the total amount of the proceeds multiplied by (b) the fair market value of the Property immediately before the taking, divided by (c) the fair market value of the Property immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sums received by the Security Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other estates of the Proprietor, or for conversion, in lieu of condemnation, to hereby succeed and

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 premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirements 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.

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Form 301A 8/80

MY PURCHASED SHARE OF ILLINOIS
NOTARY PUBLIC, STATE OF ILLINOIS
SANDRA L. TUCKER
"OFFICIAL SEAL"

Page 6 of 8

This instrument was prepared by: MELISSA PADDOCK

REC'D.: 10/10/91
This instrument was prepared by: MELISSA PADDOCK

3-20-96

My Commission Expires:

Sandra L. Tucker
Given under my hand and official seal, this 21st

of September 1993
Signed and delivered to said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose names

CHARLES H. BENSON, IV and MELITA BENSON, HUSBAND AND WIFE

STATE OF ILLINOIS, LAKE County ss:
I, SANDRA L. TUCKER, Notary Public in and for said county and state do hereby certify

Borrower
(Seal)

Borrower
(Seal)

MELITA BENSON, HUSBAND AND WIFE
(Seal)

Borrower
(Seal)

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.

- Check applicable box(es):
- V.A. Rider
 - Balloon Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - 1-4 Family Rider
 - Codominium Rider
 - Adjustable Rate Rider
 - Other(s) [Specify]
 - Second Home Rider

2A. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, it is a conveyance and agreements of each such rider shall be incorporated into and shall amend and supplement this
the conveyance and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument.

RECORD AND RETURN TO:
SUN MORTGAGE CORPORATION
1306 NORTH ROSEVILLE ROAD
SCHAUMBURG, ILLINOIS 60195

MAIL TO

68803806