

Preferred by

UNOFFICIAL COPY

108842403

Return Recorded Doc.

B. M. Mortgage Co., Inc.

9399 W. Higgins Road 4th Fl.

Rosemont, IL 60018

Attn: Post Closing Department

Return to Box 291

93842403
3892903

LENDERS TITLE GUARANTY

2000 N. Barrington Rd., Suite 625

Hoffman Estates, Illinois 60199

708.800.0800 • Fax 708.800.0248

(Please Above This Line For Recording Date)

MORTGAGE

DEPT-01 RECORDING
T-11111 TRAH 2825 10/20/93 11:31:00
483247 93842403

THIS MORTGAGE ("Security Instrument") is given on September 27, 1993, by THE MORTGAGOR IS

GERARD T. DREES & JOYCE M. DREES, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to ADVANCED EQUITY MORTGAGE CORP.,

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 950 N. MILWAUKEE AVENUE, SUITE 202

GLENVIEW, IL 60025

One Hundred Twenty-Five Thousand and No/100

Dollars (U.S. \$ 125,000.00).

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 19 IN SCHAEFFGES SUBDIVISION NO. 2 BEING A SUBDIVISION OF THE NORTH 626 FEET OF THE SOUTH 956 FEET OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 03-21-403-019-0000

3100
3100

which has the address of 411 W. CLARENCE ST.,

60070

PROSPECT HEIGHTS

[Street, City]

Illinois ("Property Address");

[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VHP MORTGAGE FORMS - (313)293-4100 - (800)521-7291

CR(IL) (9105)

Form 3014 9/90
Amended 5/93
Initials: [Signature]

UNOFFICIAL COPY

Borrower shall immediately discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of amounts due, (b) consents in writing to a waiver of acceptance by the beneficiary secured by the lien in a manner acceptable to Lender; or (c) consents in writing to the payment of amounts due by the beneficiary in a manner acceptable to Lender.

Upon receipt of payment, Barracuda shall promptly furnish to Landor acceptable evidence of payment to be paid under this paragraph. If

4. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions which are to be paid under this arrangement.

3. Application to Raymenns. Unless otherwise provided otherwise, all Raymenns receive 3% credit under paragraph 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts due under paragraph 2 and third, to interest due; both, in principal due; and last, to any late charges due under the Note.

Preoperaty, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Agreement; if Lender holds funds under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the property by Lender; (ii) under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the property by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds monitory payments, at Lender's sole discretion.

If the Funds held by Leader exceed the amounts permitted (to be held) by applicable law, Leader shall account to Borrower for such amounts necessary to make up the deficiency.

Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Barrower, without charge, an annual accounting 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 pledged as additional security for all sums secured by this Security Instrument.

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan unless applicable law requires otherwise. Unless an agreement is made or applicable law requires otherwise, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and

The Funds shall be held in an insurance company, whose deposits are insured by a Federal Agency, institutionally, or centrally (including Lender, if Lender is such an institution) or, at any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow charges, Lender may not charge Escrow fees for holding the Funds, annually analyzing the escrow account, or verifying items. Escrow fees, interest, and other fees, shall be paid by the borrower. Lender may not charge Escrow fees, interest, and other fees, unless Lender has a written agreement with the borrower to make such a charge.

Cumulative use amounts of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

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

UNIFORM COVENANTS. Uniform, accurate instruments covering real property, variations by jurisdiction to consider a power and leader government and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited general applicability to the property against all claims and demands, subject to any covenances or record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Project is unencumbered, except for encumbrances of record. Borrower warrants and

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

UNOFFICIAL COPY

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment 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 foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property, or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

incurred in reliance on an unexpired insurance policy to protect the Property shall be deducted from the loss reserve. If the loss reserve is insufficient to cover the loss, Lender may require Borrower to pay the difference. This paragraph 8 does not apply to loans secured by mobile homes.

Form 3014, 9/90
-6R(L) (8106)

UNOFFICIAL COPY

Page A of A

Form 301A 080

15. **Covering Lawyer, 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 claim has been breached, such conflict shall not affect other provisions of this Security Instrument or the Note which claim has been breached). To this end the provisions of this Security Instrument and the Note will be construed without regard to conflicts of law, unless such conflict shall not affect other provisions of this Security Instrument or the Note which claim has been breached.

16. **Notices.** Any notice to Borrower or Lender or Lender's attorney shall be given in writing and shall be deemed to have been given to Borrower or Lender when given in this paragraph.

17. **Waiver of Jury Trial.** Borrower waives trial by jury in any action or proceeding to which Borrower may be a party arising out of or relating to this Security Instrument or the Note.

18. **Entire Agreement.** This Security Instrument contains the entire agreement between the parties hereto and supersedes all prior agreements, understandings, negotiations, representations and warranties, whether written or oral, made by either party hereto or any other person.

19. **Waiver of Right to Demand Prejudgment Interest.** The parties agree that if any suit is brought to collect any amount due under this Note, the party bringing suit shall not be entitled to recover pre-judgment interest, except as provided in the Note.

20. **Waiver of Right to Demand Prejudgment Interest.** The parties agree that if any suit is brought to collect any amount due under this Note, the party bringing suit shall not be entitled to recover pre-judgment interest, except as provided in the Note.

21. **Borrower's Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

22. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

23. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

24. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

25. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

26. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

27. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

28. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

29. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

30. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

31. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

32. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

33. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

34. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

35. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

36. **Waiver of Right to Demand Prejudgment Interest.** Borrower waives any right to demand pre-judgment interest on any amount due under this Note.

UNOFFICIAL COPY

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.

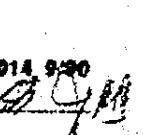
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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 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.

Form 3014, 9-90
Initials: 

UNOFFICIAL COPY

Form 3014 9/90

BANC ONE MORTGAGE CORPORATION

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

</