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AFTER RECORDING PLEASE MAIL TO:

ON MORTGAGE CORPORATION 6700 FALLBROOK AVE., STE. 293 WEST HILLS, CA 91307

LOAN NO. 1793900

OFFICE RECORDING

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COOK COUNTY RECORDER

MORTGAGE

(Space Above This Line For Recording Data)

THIS MORTGAGE ("Security Instrument") is given on

OCTOBER 14, 1993

. The nurigagor is

LAWRENCE G C'CONNELL AND MAPTIA E C'CONNELL, HUSBAND AND WIFE

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

ON MORTGAGE CORPORATION, A WISCONSIN CORPORATION

THE STATE OF WISCONSIN which is organized and existing under the laws of 6700 FALLBROOK AVE., STE. 293, WEST HILLE, CA 91307 , and whose

("Lander"). Borrower owes Lender the principal sum of

ONE HUNDRED SIXTY THREE THOUSAND EIGHT HUNDRED AND 00/200

Dollars (U.S. \$ 163800.00

This debt is evidenced by Borrower's note dated the same date as this Security Institutes it ("Note"), which provides for monthly payments, with the full dobt, if not paid earlier, due and payable on NOVEMBER 01, 2023 Instrument accures 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 Socurity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following does bed property located in County, Illinois:

LOT 11 IN BLOCK 3 IN WINSTON PARK NORTH WEST UNIT 1, BRING A SUBDIVISION IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS JULY 30, 1957, AS DOCUMENT 16972096 IN COOK COUNTY, ILLINOIS PIN #02-13-203-011

PALATINE

[Street, City],

which has the address of 402 N WINSTON

Illinois

60067

("Property Address");

[Zip Code]

ILLINOIS - Single Family - Famule Mas/Freddie Mac UNIFORM INSTRUMENT

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VMP MORTUAGE FORMS - (313)293-8100 - (400)521-7291

TOTHTHER WITH all the improvements now or hereafter erected on the property; and all ensembnts, appurtenances, and listures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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 Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS, Borrower and Londer covenant and agree on follows:

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 prepayment and late charges due under the Note.

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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (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 "Escrow Items." Lender may, at any time, toll ct and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Forrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amounted from time to time, 12 U.S. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If no, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Londer may estimate the amount of Funds due on the one is of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose leposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any rederal Home Loan Bank. Londer shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest to be Funds and applicable law permits Londer to make such a charge. 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 provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Horrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds ray the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by his Security Instrument.

If the Funds held by Londer exceed the amounts permitted to be held by applicable law, Londer shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Londer at any time is not sufficient to pay the fiserow items when due, Londer may so notify Borrower in wrating, and, in such case Borrower shall pay to Londer the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Londer's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Londer. 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 Londer at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

J. Application of Phyments. Unless applicable law provides otherwise, all payments received by Londor paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable are paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Londer receipts evidencing the payments.

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 Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, logal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londer subordinating the lien to this Security Instrument. If Londer determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londer may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or bereafter erected on the Property insured against loss by fire, hazards included within the form "extended coverage" and any other bazards, 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 instrunce policies and renownly shall be acceptable to Londor and shall include a standard mortgage clause. Londor shall have the right to hold the policies and renownly. If Londor requires, Horrower shall promptly give to Londor all receips of paid premiums and renownly notices. In the event of loss, Botrower shall give prompt notice to the insurance carrier and Londor. Londor

may make proof of loss if not made promptly by Borrower.

Unless Londor 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 or Lendor'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 Lendor that the insurance carrier has offered to settle a claim, then Lender may collect the resurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrumers, 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 payore its referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Concert, Horrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londor to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenage and Protection of the Property; Borrower's Loan Application; Leaseholds. Horrower 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 Lorder otherwise agrees to writing, which consent shall not be unreasonably withhold, 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 Londor a good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Institute or Londor's security interest. Borrower may cure such a default and coinstate, 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 in crest in the Property or other material impairment of the lien created by this Security Instrument or Londor's security interest. Berrewer shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (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 Londer agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's right, in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), here condemnay do and pay for whatever is necessary to protect the value of the Property and Londer'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 palagraph 7, Londer

does not have to do so.

Any amounts disbursed by Londer under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Horrower and Londer 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 Londer 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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payments may no larger be required, at the option of Lender, if martgage insurance coverage (in the amount and for the period that Londor requires) provided by an insurer approved by Londor again becomes available and is obtained. Herrower shall pay the premiums required to maintain mortgage insurance in offect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Leader or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 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 Londer 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 is not listely 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 Louder others is agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the some secured by this Security Instrument whether or not the some are then due.

If the Property is abandoned by Astrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages Lorrower fails to respond to Londor within 30 days after the date the notice is given, Londor is authorized to collect and apply the proceeding it 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 Londor and Borrower otherwise agree in Vriting, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in pirm raphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lenger Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lendor to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Foreswer's successors in interest. Leader shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amerization of the sums secured by this Security Instrument by reason of any donard and 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 Londor and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several Ary Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument and to mortgage, grant and convoy that Horrower'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 Londor 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 list Borrower's consent.
- 13. Lonn Charges. If the loan secured by this Security Instrument is subject to a law which lets runximum 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 sams already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Londor may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to florrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge ander the Note.
- 14. Notices. Any notice to Berrower 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 Londer shall be given by first class mail to Londer's address stated herein or any other address Londor designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Horrower 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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16. Burrower'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, Londer 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, Londer may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower moets 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 Horrower: (a) pays Londer 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 Londer may reasonably require to assure that the lien of this Security Instrument. Under's rights in the Property and Horrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Horrower, this Security Instrument and the obligations secured hereby shall remain fully offective 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 Coan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or ance 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 unclated 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 scarces 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 pre-eding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that the generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Londer written notice of (ny investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the 'reporty and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is actified 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 flummable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestes or formaldelighte, 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 to llowing 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 requires to care the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default man, 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 farther 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, Lordor 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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24. Riders to this Security Instrument. Security Instrument, the covenents and agree the covenants and agreements of this Security [Check applicable box(cs)] [oments of each such rider shall be incorpu	
BY SIGNING BELOW, Borrower according rider(s) executed by Borrower and record Witnessen:	ets and agrees to the terms and coverants color with it.	ontained in this Security Instrument and in
		(Seal) -Borrower
LAWRENCE G O'CONNELL	(Soal)	(Scal)
STATE OF ILLINOIS,	COOK County	y ss:
subscribed to the foregoing instrument, appearsigned and delivered the said instrument as Civer under, whether and official seal, the ANDREW BUSCA My Commission Figures 2.9.97 This Instrument was prepared by:	, personally known to m red before me this day in person, and ackno The if free and voluntary agy, for the u	ies and purposes therein set forth.

Page 6 of 6

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