

# UNOFFICIAL COPY

93852045

## AFTER RECORDING MAIL TO:

LaSalle Talman Home Mortgage Corporation  
1900 E. Golf Road - Suite L10  
Schaumburg, IL 60173-5021

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

27 OCT 22 AM 10:03

93852045/

LOAN NO. 384734-9

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 15, 1993. The mortgagor is William R. Gill and Bonnie S. Gill, Husband & Wife.

("Borrower").

This Security Instrument is given to LaSalle Talman Bank, FSB, A Corp. of the United States of America, which is organized and existing under the laws of United States of America, and whose address is 4242 N. Harlax Avenue, Northridge, IL 60634.

Borrower owes Lender the principal sum of One Hundred Forty Eight Thousand Dollars and no/100 Dollars (U.S. \$ 148,000.00). 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 November 1, 2008. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 13 IN BLOCK 198 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXI BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HOFFMAN ESTATES SCHAUMBURG TOWNSHIP ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1985 AS DOCUMENT NUMBER 19483901 IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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93852045

07-08-402-013

which has the address of

1570 Edgefield Lane

Hoffman Estates

[Street]

[City]

Illinois 60195

(Property Address);

[Zip Code]

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. 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.

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1. Payment 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 Insurances. Subject to applicable law or to a written waiver by Lender, Borrower shall pay yearly taxes and assessments which may attach prior to the Note is paid in full, a sum ("Funds") for: (a) yearly flood insurance premiums, if any; (b) yearly mortgage insurance premiums, if any; and (c) any sums payable by Lender to Lender in accordance with the provisions of paragraph 8. In lieu of the payment of mortgage premiums, (d) quarterly payments of ground rents on the Property, if any; (e) yearly property taxes paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach prior to the Note is paid in full, a sum ("Funds") for: (a) yearly flood insurance premiums, if any; (b) yearly property taxes paid in full, a sum ("Funds") for: (a) yearly flood insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly

1. Payment of Principle and Interest and late charges due under the  
Chargers; Prepayment and late charges due under the  
Contract of Purchase and Sale of Goods.

**THIS SECURITY INSTRUMENT COMBINES UNIFORM CONVENTIONS FOR RECORD USE AND NON-UNIFORM CONVENTIONS WHICH IMPOSE VERIFICATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.**

LOAN NO. 384734-9

# UNOFFICIAL COPY

LOAN NO. 384734-9

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods 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.

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ILLINOIS - SINGLE FAMILY - FINANCIAL INSTRUMENT  
MORTGAGE STATEMENT  
ISIC/CMDTIL/0401/3014(8-80)-L 3/17/88  
PAGE 4 OF 6

natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums

16. Borrower's Copy. Borrower signs as given on the contract copy of the note and copy of the security agreement.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property of any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a

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.

15. Governing Law: The Security Instrument shall be governed by, and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held invalid or unenforceable, such conflict shall not affect other provisions of this Security Instrument or the Note.

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 listed 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.

will be treated as a parallel preparation without any preparation to agree under the Note.

Such action will then proceed as permitted by law, and (d) may sums already collected from Borrower which necessary to reduce the charge to the permitted limit; and (e) may recover payment to Borrower if a refund reduces principal owed under the Note or by making a direct payment to Lender.

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 lender 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

not personally obliged to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, renew, or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

provisions of paragraph 17, Borrower, covenants and agrees that he will and severally, Any Borrower who co-signs this Security Instrument but does not execute the Note; (e) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of the Security Instrument; (b) is

any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Interest of Borrower or Lender in interest of any successor in interest of any successor to expand time for payment of other sums secured by the Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

11. Borrower's Right to Release: Forbearance by Lender Not a Waiver. Extension of the due for payment or modification of principal or interest by the Lender or the Securitization Instrument granted by Lender to any successor in title of a Borrower, or any other obligor to pay the liability of the original Borrower or Borrower's successors in title, shall not constitute the Lender's or the Securitization Instrument's consent to any modification of the terms of the Note.

Unless lender and borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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, as its option, either to reacquisition or repaid of the property or to the sums secured by this Security Instrument, whether or not then due.

If this Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to instrument which is held by the condominium provider, the procedures shall be applied to the units occupied by the security unless applicable law otherwise provides.

value of the Property immediately before the building. Any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the building, the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or amounts of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or

sums secured by the Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by the Security instrument shall be reduced by the amount of the proceeds multipled by (a) the fair market value of the total amount of the sums secured immediately before the taking, divided by (a) the fair market value of the security instrument.

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

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.

3. Inspection. Lender or its agent may make reasonable and necessary inspections 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.

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LOAN NO. 384734 - 9

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 no 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 3014-8/90

ILLINOIS-SINGLE FAMILY-PNMA/PHLMC UNIFORM MORTGAGE  
IS/CMDTL/0401/3014-8/90-L 3/17/83 PAGE 6 OF 6

Given under my hand and official seal, this 25th day of October, 1993

The undersigned, a Notary Public in and for said county and state do hereby certify that

before me this day in person, and acknowledged that they signed and delivered the said instrument as

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared

before me this day and voluntarily act, for the uses and purposes herein set forth.

This instrument was prepared by Notary Public, State of Illinois  
My Commission Expires 5/16/94

CATHY KORTE  
"OFFICIAL SEAL"

DOBRA MICHELS

My Commission expires:

STATE OF ILLINOIS,

(Please Below This Line for Acknowledgment)

- Instrument and in my order(s) executed by Borrower and recorded with it.
- BY SIGNING BELOW, Borrower accepts and agrees to the terms and convenants contained in this Security
- Adjustable Rate Rider  
 Grandparent Rider  
 Prepaid Payment Rider  
 Condominium Rider  
 1-4 Family Rider  
 Secured Home Rider  
 balloon Rider  
 Prepaid Unit Development Rider  
 Rate Improvement Rider  
 Second Payment Rider  
 Other(s) [Specify]
- Security instrument. (Check applicable box(es))  
and demand and supplement the convenants and agreements of this Security instrument as if the order(s) were a part of this  
with this Security instrument. If one or more riders are executed by Borrower and recorded together  
24. Riders to this Security instrument, the convenants and agreements of each such rider shall be incorporated into and shall  
amend and supplement the convenants and agreements of this Security instrument as if the order(s) were a part of this  
Security instrument. (Check applicable box(es))
- Witnesses:
- Bonnie S. Miller  
Lorraine R. Miller  
Doris E. Regan