

UNOFFICIAL COPY

WHEN RECORDED MAIL TO

JIM ADAMS
Household Bank, F.s.b.

100 Mittel Drive
Wood Dale, IL 60191
LOAN NUMBER: 6780008



93911632

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 5TH, 1993
The mortgagor is JOHN VANDERWIEL JR AND SUSAN VANDERWIEL, HIS WIFE

Household Bank, F.s.b., which is organized and existing under the laws of UNITED STATES, and whose address is 100 Mittel Drive, Wood Dale, IL 60191

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 135,000.00). 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 DECEMBER 1ST, 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 84 IN WILLOW WOOD, BEING A SUBDIVISION OF PART ~~XX~~ OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY ~~XX~~ 30, 1962 AS DOCUMENT LR 2046942, IN COOK COUNTY, ILLINOIS.

TAX NUMBER 02-14-203-022

DEPT-11 RECORD T \$31.50
T#7777 TRAN 0744 11/09/93 14:37100
#0222 # *-93-911632
COOK COUNTY RECORDER

31 SD

which has the address of 647 WILTON

[Street]

, PALATINE

[City]

Illinois 60067
[Zip Code]

("Property Address");

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 10761 (9202)

MFIL3112 - 04/92

Form 3014 9/90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■
To Order Call 1-800-530-0383 (7) FAX 816-781-1151

5. **Harvest of Progress** illustrates the impact of technological advances on the quality of life.

Borrower's shall promptly discharge any loan which has priority over this Security Instrument unless Borrower: (a) affirms in writing to the payee of the obligation secured by the loan in a manner acceptable to Lender; (b) consents in good faith to a modification of the agreement secured by the loan in a manner acceptable to Lender; or (c) receives from Lender a notice demanding the loan to this Secuity Instrument, Lender may file Form W-9 or notice demandingly the loan to a lessor upon demand being made by Lender to the payee of the instrument.

4. Charges: Lenses. Borrower shall pay all taxes, assessments, charges, (including incidental payables) which may arise in priority over his Security instrument, and keep him indemnified against all losses, expenses, damages, or expenses incurred by him in connection with the collection of any amount due him under this paragraph. If Borrower makes use of payments directly, Borrower shall promptly furnish to Lender records reciting

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, in any prepayment charges due under the Note; second, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums received by this Security Instrument, Lender shall immediately release to Borrower any funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, prior to his acquisition of the Property, shall apply any funds held by Lender at the time of acquisition of the Property, Lender shall credit against the sum secured by this Security Instrument.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder exceeds the amounts payable under the Note, Lennder shall pay to Borrower the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Lennder's sole discretion.

The funds shall be held in an escrow account while deposits are insured by a federal agency, usually the Federal Home Loan Bank. Lenders shall apply the funds to pay the Escrow items. Lenders may file claims against the holder and apply for holding the funds, usually until the escrow account is vacated. The funds shall be held in an escrow account, if Lender is not willing to pay the Escrow items. Lenders may file claims against the holder and apply for holding the funds, usually until the escrow account is vacated. The funds shall be held in an escrow account, if Lender is not willing to pay the Escrow items. Lenders may file claims against the holder and apply for holding the funds, usually until the escrow account is vacated.

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may actually accrue under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly amounts of tax and certain other property, if any; (c) yearly mandatory insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mandatory insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mandatory insurance premiums. These items are called "Funds," "Lender's Tax," "Lender's Liens," or "Lender's Amount," as any may be called.

1. Payment of Preceptual and Intercessory Prepayments and Late Chittas. 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.

UNIFORM CONTRACTS BOARD and **UNIFORM COMMERCIAL CODE** (follow).

THIS SECURITY INSTRUMENT COMBINES UNIFORM COVENANTS FOR NATIONAL USE AND NON-UNIFORM COVENANTS WITH
SUCCESSIONARY OF RECORD.

BORROWER COVENANTS shall Borrower is lawfully seized of the said hereby concurred and had that the right to

1.0 USE OF THE SOFTWARE WITH ALL THE IMPROVEMENTS NOW OR HERAFTER MADE OR HERAFTER EFFECTED ON THE PROPERTY, AND ALL ACCESSORIES, APPURTENANCES, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Agreement. All of the foregoing is referred to in this Security Agreement as the "Property".

UNOFFICIAL COPY

9 3 2 1 1 , 3 ?

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 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 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

ITEM 187BL3 (9202)

Form 3014 9/90 (page 3 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-630-0303 () FAX 810-781-1131

93911632

UNOFFICIAL COPY

9 3 9 1 1 , 3 2

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 Substance 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 recording costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

WD-311632

UNOFFICIAL COPY

ITEM #7020 (8202)

Notary Public

(Address)

100 Market Drive, Wood Dale, IL 60191

(Name)

.

Household Bank, C.I.B.,

This instrument was prepared by
John L. Parker, Esq.
Attala County, MS

A. L. PARKER

"OFFICIAL SEAL"

My Commission expires:

forth.

Seal

MS

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01

2001

10/10/01