

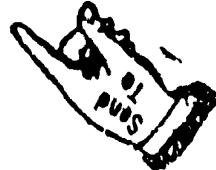
# UNOFFICIAL COPY

WHEN RECORDED MAIL TO

XXXXXXXXXXXXXXXXXXXXXX  
XXXX XXX XXX XXX XXX XXX XXX XXX XXX  
XXXX XXX XXX XXX XXX XXX XXX XXX XXX XXX  
LOAN NUMBER: 6904742

HOUSEHOLD BANK F.S.B.

100 MITTEL DRIVE  
WOOD DALE, IL 60191



93920572

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 5TH, 1993.  
The mortgagor is SCOTT A. PETERS AND HEIDI S. PETERS, HIS WIFE.

PRIME MORTGAGE ASSOCIATES, INC.  
which is organized and existing under the laws of ILLINOIS  
464 CENTRAL AVENUE, SUITE 18, NORTHFIELD, IL 60093

("Borrower"). This Security Instrument is given to  
("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED EIGHTY THOUSAND AND NO/100  
Dollars (U.S. \$ 180,000.00). 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, 2000. 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 44, UNIT NO. 1, FERNDALE HEIGHTS, BEING A SUBDIVISION OF PART OF  
THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #02-11-205-027

.	DEPT-01 RECORDING	\$33.50
.	T00000 TRAN 4919 11/13/93 10:14:00	
.	84166 # 4-93-920572	
.	COOK COUNTY RECORDER	

which has the address of 530 E. CUNNINGHAM DRIVE  
(Street)

Illinois 60067 ("Property Address");  
(Zip Code)

PALATINE  
(City)

ILLINOIS .. Single Family .. Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1470L1 (0202)

MFIL3112 - 04/92

Form 3014 9/90 (page 1 of 6 pages)  
Great Lakes Business Forms, Inc. ■  
To Order Call 1-800-520-9292 || FAX 815-791-1111

375

93920572



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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 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 foreclosure 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 will 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

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Form 3014-90 (Page 4 of 6 pages)

Form 3014-90 (1920)

Confidentiality of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as recommended by Borrower's Representative, if Borrower makes certain conditions shall have the right to have

18. Borrower's Representative, if Borrower makes certain conditions shall have the right to have

this Security Instrument without further notice or demand on Borrower.

not less than 30 days from the date the notice is delivered or mailed which Borrower must pay all sums accrued by

17. Leander or another party to this option, Leander shall give Borrower notice of acceleration. The notice shall provide it period of

16. Borrower's Copy. Borrower shall be given one confirmed copy of this Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery to the Note payee charge under the circumstances. To the card the provisions of this Security Instrument and the Note are

13. Payment of principal and interest. Leander shall not be liable to pay interest on the unpaid balance of the Note which

12. Security of payment to Borrower. Leander shall be liable to pay interest on the unpaid balance of the Note which

11. Payment of principal and interest. Leander shall be liable to pay interest on the unpaid balance of the Note which

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7. Security of payment to Borrower. Leander shall be liable to pay interest on the unpaid balance of the Note which

6. Security of payment to Borrower. Leander shall be liable to pay interest on the unpaid balance of the Note which

5. Security of payment to Borrower. Leander shall be liable to pay interest on the unpaid balance of the Note which

4. Security of payment to Borrower. Leander shall be liable to pay interest on the unpaid balance of the Note which

3. Security of payment to Borrower. Leander shall be liable to pay interest on the unpaid balance of the Note which

2. Security of payment to Borrower. Leander shall be liable to pay interest on the unpaid balance of the Note which

1. Security of payment to Borrower. Leander shall be liable to pay interest on the unpaid balance of the Note which

Leander is unable to collect and apply the proceeds, at his option, either to repossess or repair of the property or to the

If the property is abandoned by Borrower, or if, after notice by Leander to Borrower that the condemned offers to make

use them due.

Proceeds by this Security Instrument shall be applied to the sums accrued by this Security Instrument whether or not the sums

Property in which the fair market value of the property immediately before the taking is less than the amount of a partial taking of the

fracture: (a) the initial amount of the sums accrued immediately before the taking, divided by (b) the fair market value of the

the sums accrued by this Security Instrument before the taking, unless a Borrower and Leander otherwise agree in writing,

which the fair market value of the property immediately before the taking is equal to or greater than the amount of the property in

Instrument, whether or not the due, with any accras paid to Borrower, in the event of a partial taking of the property in

any amendment or other taking of the property, the proceeds shall be applied to the sums accrued by this Security

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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.

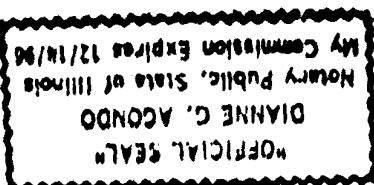
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 10-701A (Rev. 2/10/98)  
MAY 1998 EDITION  
FBI/DOJ 100-530-0003 (153A 01/26/1998)

Form 10-701A (Rev. 2/10/98)

(Address)



PRIME MORTGAGE ASSOCIATES, INC.,

This instrument was prepared by

Notary Public

Diane G. Agondo  
Notary Public  
State of Illinois  
My Commission Expires 12/11/98

My Commission applies:

Given under my hand and official seal, this

forth,

and delivered this said instrument on July 1, 1998 free and voluntary etc., for the sum and purposed therein set

subscribed to the foregoing instrument, affixed before me this day in person, and acknowledged that July 1, 1998 signed

personally known to me to be the same person(4) whose name(s)

July 1, 1998

do hereby certify that July 1, 1998 is true to the best of my knowledge and belief.

I, John Scott A. Peters, Notary Public in and for said county and state,

do hereby certify that July 1, 1998 is true to the best of my knowledge and belief.

Counties

STATE OF ILLINOIS.

Notarized  
(Seal)

Notarized  
(Seal)

Notarized  
(Seal)

Notarized  
(Seal)

SCOTT A. PETERS

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in page 1 through 6 of this  
Security Instrument and in my rider(s) executed by Borrower and recorded with it.

Other(s) (specify)



- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider

Instrument. (Check applicable box(es))

Supplemental rider(s) and agreements of each such rider shall be incorporated into and shall amend and  
this Security Instrument. The covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument. If one or more riders are executed by Borrower and recorded together with  
24. Riders to this Security Instrument, if any or more riders are executed by Borrower and recorded together with

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## BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 5TH day of NOVEMBER, 1993  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt  
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note  
to PRIME MORTGAGE ASSOCIATES, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
530 E. CUNNINGHAM DRIVE  
PALATINE, IL 60067

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand  
the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security  
Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and  
Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan  
("New Loan") with a new Maturity Date of DECEMBER 1ST, 2023 and with an interest rate equal to the  
"New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below  
are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under  
no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from  
my own resources or find a lender willing to lend me the money to repay the Note.

### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity  
Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument  
(the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of  
the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for  
taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New  
Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note  
Holder as provided in Section 5 below.

### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net  
yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage  
point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required  
net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my  
election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will  
determine the New Note Rate by using comparable information.

### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note  
Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the  
monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus  
(c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments  
then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly  
payments. The result of this calculation will be the amount of my new principal and interest payment every month until the  
New Note is fully paid.

### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal,  
accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise  
me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder  
will provide my payment record information, together with the name, title and address of the person representing the Note  
Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2  
above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior  
to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage  
Association's applicable published required net yield in effect on the date and time of day notification is received by the  
Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable  
proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will  
advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which  
I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will  
charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

  
SCOTT A. PETERS

(Seal)  
Borrower

  
SCOTT A. PETERS

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

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Property of Cook County Clerk's Office

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