WESAV MORTGAGE CORPORATION 1815 S. MEYERS ROAD, SUITE 610 OAKEROOK TERRACE, IL 60181

Loan #: 6459160 Process #:

MORTGAGE

THIS MORTOAGE ("Security Instrument") is given on

, 19 93 January 22

JOSEPH M. ROTH and JANE ROTH, HIS WIFE The mortgagor is

("Borrower")

This Security Instrument given to WESAV MORRGAGE CORPORATION

DEPT-11 RECORD - T

\$27.50

vhose addrens is 9060 EAST VIA LID DA STREET, SCOTTSDALE, AZ 85258-5146 T#6666 TRAN 6576 01/29/93 11:38:00 #1137 # #-93-076157

COOK COUNTY RECORDER

Borrower owes Lender the principal sur. of

One Hundred Thousand and No/100

100,000.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2023 . This So writy Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extension 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 Illinois:

> LOT 10 IN BLOCK 216 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXV, BEING A SUBDIVISION OF PART OF THE FRACTIONAL SECTION 5, AND PART OF THE WEST HALF OF THE NORTHEAST QUARITY OF SECTION 8, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE TOPO PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS IN MAY 9, 1967, AS DOCUMENT NUMBER 2323530, IN COOK COUNTY ILLINO'S.

PERMANENT INDEX NUMBER:

7 23076157 O

which has the address of

1475 NOTTINGHAM LANE

HOFFMAN ESTATES

Illinois

60195

("Property Address");

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TOGETHER WITH all the improvements now or hereafter crected 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 seised of the estate hereby conveyed and has the right to 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.

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

Form 3014 9/90

LDec427 (5/91)

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UNIFORM COVENANTS. Berrows and lender covenate 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 upid in fulls, as um ("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 or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any, (a) 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 "Facrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrewa account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 or so. ("RESFA"). unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Beautives of tuture Escrow Items.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender pay sort over items charge for an independent real estate tax reporting service used by Lender may agree in writing, and, in an institution or pay a one-ti

held by Lender. If under personal property, the property that property the property the property the property that property the property the property that property the property

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.

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It substantially equivalent mortgage insurance overage is not a smaller. Bortower sand pay to be increased and its one-twelfth of the yearly mortgage insurance premium being paid by Bortower 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 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.

Borrower socie at the time of or prior to an imspection 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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking in less shan the amount of the sums secured by this Security Instrument whether or not then be sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to 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, at its option, either to reatoration or repair of the Property or to the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower

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is. Notions. Any arrive to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it in class made unless applicable law requires use of another method. The notice shall be given by delivering it or by mailing it in class made unless applicable law requires use of another method. The notice shall be given by first class mail to Lender's ress stated herein or any other address Lender designates by a vice to Borrower. Any notice provided for in this Security remeat shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

If. Governing Law, Severnhilley. This Security Instrument shall be given as provided in this paragraph. Asked the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with lightle law, such conflict shall not affect other provisions of this Security Instrument or the Note are declared to be stable.

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 in any period the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Force or is not a natural person) without Lander's prior written consent, Lender may, at its option, require immediate phyment in full of all sums secured by this Security Instruments. 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 th

Becarity Instrument.

If Lender emercines this option, Lender shall give Borrower notice of acceleration. The notice rhall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must only 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 shall have the hight to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period for amplicable 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 may default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, by 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 stall 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

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 remedial actions in accordance with Environmental Law.

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.

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NON-UNIFORM COVENARES. Borrower and Lender the covenant and name and lender and lender the process of a proce 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 coats 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. 23. Water is requested. Dorrower waives an right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 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. [Check applicable box(cs)]. Adjustable Rate Rider Condominium Rider 1-4 Family Rider **Graduated Payment Rider** Planned Unit Development Rider **Biweekly Payment Rider** Balloon Rider Rate Improvement Rider Second Home Rider Other(s) isparify BY SIGNING BELOW Porrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by I or ower and recorded with it. Witnesses (Seal). scial Security Number: 082-34-0372 (Scal) 080-50-1006 Security Number: Social Security Number: (Scal) Surial Recurity Number: State of Illinois County ss: The foregoing instrument was acknowledged before me this 22nd JOSEPH M. ROTH and JANE ROTH , HS wide Witness my hand and official scal. OFFICIAL SEAL RICHARD A. CHERIVTCH NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires July 14, 1996

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