

UNOFFICIAL COPY

9 5 2 0 2 5 4 0

93222640

WHEN RECORDED MAIL TO

CECILYNE PENNY
XXXXXX-XXXX-XXXX-XXXX-XXXX-XXXX HOUSEHOLD BANK, F.s.b.
100 MITTEL DRIVE
XXXXXX-XXXX-XXXX-XXXX WOOD DALE, IL 60191
XXXXXX-XXXX-XXXX-XXXX
LOAN NUMBER: 6424626

DEPT. OF RECORDINGS

10101 - ROOM 8792 04/22/93 11:32:00
12513 04/22/93 11:32:00
COOK COUNTY M CLERK'S

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 5TH , 1993
The mortgagor is VARENITA BUCHANAN, AN UNMARRIED WOMAN

ALL AMERICAN MORTGAGE
which is organized and existing under the laws of ILLINOIS
1355 SOUTH ROUTE 59, NAPERVILLE, IL 60564

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

, and whose address is

SIXTY THOUSAND AND NO/100
Dollars (U.S. \$ 60,000.00). This debt 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 APRIL 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:

SEE ATTACHED LEGAL

TAX ID #15-09-203-065

93222640

which has the address of 111 ST. CHARLES
(Street)
Illinois 60194 ("Property Address");
(Zip Code)

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

MFIL3112 - D8A2

Form 3014-9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. 
To Order Call: 1-800-838-8393 | FAX: 816-791-1191

UNOFFICIAL COPY

Farm 3014 9/90 (page 2 of 6 pages)

Content ID: 1010346321

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing, or hereafter erected on the premises, insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

3. **Charters; Lenses.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security instrument, and leasehold payments or profound rents at any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the person owed payment shall promptly furnish to Lender all notices of amounts so paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts

3. **application of penalties.** Unless otherwise law provides otherwise, in payments made by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property. Lender, prior to the acquisition of title of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Borrowser for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Leander is not sufficient to pay the Escrow fees when due, Leander may so notify Borrowser in writing, and, in such case Borrowsr shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Leander's sole discretion.

The Funds shall be held in an account whose deposits are insured by a Federal Home Loan Bank, measuremancy, or entity which the Lender is such as to insure the Funds under the Federal Home Loan Bank Act. The Funds are pledged as additional security for all sums due under the purpose for which each is held to the Funds, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each is held to the Funds, and the purpose for which each is held to the Funds.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, until the Note is paid in full, a sum ("Funds") for:
 (a) taxes and assessments which may affect any interest property over this Security Instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums or insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes and Insurance". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender may require for a duly recorded mortgage loan may require for Breitower's account under the general Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law shall apply to b.; 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 of future Escrow items or otherwise in accordance with applicable law.

1. Payment of Premium and Late Charges: Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

These sections introduce covariates for non-additive covariates with limited variations by just adding a uniform security instrument covering real property.

THIS STATEMENT contains neither promises nor representations for the future, nor does it purport to describe conditions which

LOCATIONS WHICH ARE IN THE IMPOSSIBILITIES HOW TO INTERFERE WITH THE PROPERTY, AND IN CASES OF APPROPRIATION,
AND FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLEVEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY
INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

UNOFFICIAL COPY

9 1 2 4 2 5 4 0

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 ceasing 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

UNOFFICIAL COPY

Form 3014-9/90 1-800-565-0203 | FAX 619-711-1111
GSA FAR Business Forms

FEB 1990

Form

3014

9/90

Page 4 of 6 pages

18. Borrower's Right to Restate. If Borrower makes certain conditions prior to the earlier of: (a) 5 days (or such other period as

otherwise permitted of this Security Instrument discontinued at any time prior to the date of: (a) 5 days (or such other period as

remedies permitted by this Security Instrument without further notice or demand on Borrower, Lender may invoke any

Security instrument if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

it Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security instrument.

19. Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of

this Security instrument, Lender may, at his option, require immediate payment in full of all sums secured by

without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by

in it is sold to transferee (or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

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

can be given effect without the conflicting provisions. To this end the provisions of this Security instrument and the Note are

conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument, if the Note which

jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note

is given effect to the contrary is located, the Note and the law of this Security instrument.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the

in this paragraph.

14. Notes. Any note to Borrower provided for in this Security instrument shall be given by Lender to Borrower as provided

provided for in this Security instrument shall be deemed to have been given to Borrower on the date when given as provided

first class mail to Lender's address stated herein or any other address designated by notice to Borrower. Any notice

Property Address unless otherwise law permits use of another method, the notice shall be directed to the

mailing it by first class mail unless applicable law permits use of another method, the notice shall be given by delivering it or by

prepayment clause under the Note.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan

Borrower's consent, Lender may make any accommodations with regard to the terms of this Security instrument or the Note

unless secured by this Security instrument and (b) any sums already collected from Borrower personally owed under the Note or by making

the charge to the permitted limit and (c) any such loan charge shall be reduced by the amount necessary to reduce

with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection

with the loan secured by this Security instrument shall be joint and several. Any Borrower who co-signs this Security

instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Borrower's interest in the Property under the terms of this Security instrument (b) is not personally obligated to pay the

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Borrower's interest in the Property under the terms of this Security instrument (b) is not personally obligated to pay the

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Borrower's interest in the Property under the terms of this Security instrument (b) is not personally obligated to pay the

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Borrower's interest in the Property under the terms of this Security instrument (b) is not personally obligated to pay the

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

Instrument but does not execute the Note: (a) is entitled to bring this Security instrument only to mortgage, garnish and convey that

UNOFFICIAL COPY

21. Acceleration; Remedies; Lender shall have the right to accelerate prior to acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the date given to Borrower, by which the default must be cured; and (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 sum secured by this Security Instrument, regardless of any other provision. The notice shall further inform Borrower of the right to remanufer or reacceleration and the right to assert in the note that further transfer instrument, regardless of any other provision. The note shall further inform Borrower of the right to remanufer or reacceleration and the right to assert in the note that further transfer instrument, regardless of any other provision. The note shall further inform Borrower of the right to remanufer or reacceleration and the right to assert in the note that further transfer instrument, regardless of any other provision.

22. Release. Upon payment in full of all sums secured by this Security Instrument, Lender shall release this security interest without charge to Borrower. Borrower shall pay any recording costs.

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

NON-UNIFORM GOVERNANTS. Bottiger and Liedtke further comment and agree as follows:

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental authority or agency of private injury involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower lets, or is notified by any government of which Borrower has actual knowledge, of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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, this may be due to the more efficient collection methods used by the new servicer and the address to which payments should be made. The note will still be due at the same date of the change in accordance with paragraph 14 above and applicable law. The note holder will be given written notice of the change in accordance with paragraph 14 above and applicable law.

UNOFFICIAL COPY

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(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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

Witness:

Witness:

Vernita Buchanan
VERNITA BUCHANAN

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS,

Cook

County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that *Vernita Buchanan*, an unmarried woman, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

5th day of March 1993

My Commission expires 9/3/96
OFFICIAL SEAL
Marianne Ledesma
Notary Public, State of Illinois
My Commission Expires 9/3/96

Marianne Ledesma
Notary Public

This instrument was prepared by

CECILYNE PENNY
(Name) **HOUSEHOLD BANK, f.s.b.**
100 MITTEL DRIVE WOOD DALE, IL 60191
(Address)

UNOFFICIAL COPY

LOT 54 (EXCEPT THE EAST 10 FEET THEREOF) IN SUNRISE
BUILDERS INCORPORATED RESUBDIVISION OF LOTS 1 TO 22 BOTH
INCLUSIVE, LOTS 24, 26, 27, 33, 34 AND 35 TOGETHER WITH
EAST AND WEST VACATED ALLEY SOUTH OF LOTS 5 AND 18 LYING
NORTH OF LOTS 6 TO 17 INCLUSIVE (EXCEPT THE WEST 110.0 FEET
OF LOTS 32, 33, 34 AND 35 AND ALSO THAT PART OF LOTS 1 TO 5
AND VACATED ALLEY SOUTH OF SAID LOT 5 LYING EASTERLY OF A
LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE
NORTH LINE OF SAID LOT 1, 60.20 FEET WEST OF THE NORTHEAST
CORNER OF SAID LOT 1; THENCE SOUTH 560.0 FEET TO A POINT
WHICH IS 62.60 FEET WEST OF THE EAST LINE OF SAID LOT 5;
THENCE SOUTHEASTERLY TO THE NORTHEAST CORNER OF AFORESAID
LOT 6), ALSO THAT PART OF VACATED 32ND AVENUE LYING SOUTH
OF A LINE PARALLEL WITH AND 253.0 FEET SOUTH OF THE SOUTH
LINE OF GRANT AVENUE AND NORTH OF A LINE PARALLEL WITH AND
534.77 FEET SOUTH OF THE SOUTH LINE OF GRANT AVENUE, ALL IN
HENRY ULRICH'S ADDITION TO BELLWOOD, BEING A SUBDIVISION OF
THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF ST.
CHARLES ROAD AND WEST OF THE ADJOINING 20 ACRES SUBDIVIDED
BY JACOB GLOS, IN SECTION 9, TOWNSHIP 29 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

93226640

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93222640