

PREPARED BY:
THERESA STANTON

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93317281

RECORD AND RETURN TO

BARCLAYSAMERICAN/MORTGAGE CORPORATION
P.O. BOX 33213
CHARLOTTE, NORTH CAROLINA 28217

BOX 169, ROCK CREEK PLAZA
THE WOODLANDS, TX

APR 29 AM 11:43

93317281

(Space Above This Line For Recording Data)

MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on **APRIL 21, 1993**
JOHN R. WINTER
AND VICTORIA L. WINTER, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
PRIME MORTGAGE ASSOC., INC.

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **464 CENTRAL AVENUE, STE. 3**
NORTHFIELD, ILLINOIS 60093. Borrower owes Lender the principal sum of **TWO HUNDRED THREE THOUSAND ONE HUNDRED FIFTY AND 00/100** Dollars (U.S. \$ **203,150.00**).

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 **APRIL 1, 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:

THAT PART OF LOTS 18, 19 AND 20 AND THAT PART OF THE NORTHEASTERLY 1/2 OF VACATED VALLEY STREET LYING SOUTHWESTERLY OF AND ADJOINING SAID LOTS LYING WESTERLY OF A LINE PARALLEL TO AND 100 FEET EASTERLY OF CENTER LINE OF VACATED VALLEY STREET IN BLOCK 36 IN GLENCOE, A SUBDIVISION OF PARTS OF SECTIONS 5, 6, 7 AND 8 TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of **545 PARK AVENUE, GLENCOE**
Illinois **60022** Zip Code **60022** ("Property Address");

Street, City

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

VMP MORTGAGE FORMS • (313)393-8100 • (800)621-7281

Page 1 of 8

DPS 1000
Form 3014-8/90
Initials: *[Signature]*

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Form 3014
DPS 1000

Borrower shall promptly discharge any liability over this Note which has accrued by the obligor in a manner acceptable to Lender; (a) agrees in writing to the payment of the obligation secured by this Note in a manner acceptable to Lender; (b) complies in good faith with this Note by, or defends against enforcement of the Note in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the Note; or (c) secures from the holder of the Note, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the Note.

3. Application of pyramidals, unless applicable law provides otherwise, all pyramidals receive a 2% Lender's underwriting premium
1 and 2 shall be apportioned; 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.

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law.

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 paid in full, a sum ("Funds") for taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (a) yearly taxes or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (g) 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 "Fees or other items or otherwise in accordance with applicable law." Lender may require the return of Funds due on the basis of current data and reasonable estimates of expenditures of future loans or lesser amounts, if any time, at any time, and hold funds in an amount not to exceed the funds 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RSPA"), unless notice law that applies to the Funds related mortgagor's account under the Federal Real Estate Settlement Procedures Act of Lender may require for Borrower's account under the Federal Real Estate Settlement Procedures Act of Lender may collect and hold Funds in an amount not to exceed the maximum amount under for a federally related mortgagor, at any time, collects and holds Funds to the maximum amount under a loan for a called "Fees or other items." Lender may require for Borrower's account under the Federal Real Estate Settlement Procedures Act of Lender may collect and hold Funds in an amount not to exceed the maximum amount under a loan for a called "Fees or other items." Fees or other items or otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note.

grants and convey the Property and shall that the Property is a nonresident, 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.

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

TOO BIG TO FAIL All the improvements now or hereafter effected on the property, and all improvements now or hereafter erected on the property, and all improvements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additons shall also be covered by this instrument. All of the foregoing is referred to in this Security Instrument as the "Property".
BORROWER COVENANTS that Borrower is lawfully soled of the title hereby conveyed and has the right to mortgage.

5. Hazard or Property Insurance. Borrower shall keep the improvements to the existing or hereafter erected on the Property 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 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; Leashholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that, in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, b, 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 those payments as a loss reserve in lieu of mortgage insurance. Loss reserve
DPS 1001
Form 3014 9/00

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Form 3014 8/80
DPS 1982

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

13. Governing Law, Severability: This Security Instrument and its provisions shall be governed by the laws of the State of New York.

Security instrumentation shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery mailing it or by mailing it by first class mail unless otherwise specified herein or by notice to Borrower at his address set forth above.

prepayment charge under the Note.

make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assignees Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument.

successors in interest. Any tortfeasor(s) by reason of his/her/its negligence and/or right of remedy shall not be a waiver of or precluded from exercise of any right or remedy.

Under Section 1 and Section 2 of the Payroll Tax Act, any application for payment or postponement of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

It also provides for a deduction of damages or losses suffered by the Borrower as a result of non-delivery of the goods or services ordered by the Lender.

The President of the Board of Governors of the Federal Reserve System is authorized to make a loan to the government of any country.

making, unless by power and land under otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the property in which the market value of the property immediately before the taking is less than the amount of the sum secured immediately before the

condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby acknowledged and shall be paid to [holder].

10. Contingent expenses. The proceeds of any award or claim for damages, direct or consequential, in connection with any
controversy or suit prior to the specification specifically terminating cause for the suspension.

9. Inspection. Leader or his agent may make reasonable entries upon and inspections of the Property. Leader shall give

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 premiums no longer required, at the option of Lender, if mortgage insurance coverage which any written agreement between Borrower and Lender or applicable law, insures and/or protects the principal amount of the mortgage loan in accordance with the terms of the mortgage loan agreement in effect, or to provide a loss reserve, until the requirement for mortgage insurance is removed.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercising is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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DPS 1007
Form 301A-BPO

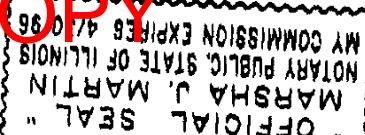
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DPS 1004

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NOTARY PUBLIC



My Commission Expires:

Given under my hand and official seal, this 15th day of April, 1993,
free and voluntarily act, for the uses and purposes herein set forth,
me this day in person, and acknowledge that **THEY** signed and delivered the said instrument as **THEIR**
personally known to me to be the same persons(s) whose names(s) subscribered to the foregoing instrument, appeared before
me this day in person, and acknowledged that **THEY** signed and delivered the said instrument, before

JOHN R. WINTER AND VICTORIA L. WINTER, HUSBAND AND WIFE

NOTARY PUBLIC IN AND FOR SAID

County of:

STATE OF ILLINOIS, COOK

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

VICTORIA L. WINTER

John R. Winter

Witness

Witness

BORROWER

(Signature)

Adjustable Rate Rider

Graduated Payment Rider

Condominium Rider

Planned Unit Development Rider

Biweekly Payment Rider

Other(s) (Specify)

Second Home Rider

V.A. Rider

Balloon Rider

Graded Payment Rider

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))

93317281

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BINDER - LEGAL DESCRIPTION

0 0 3 1 7 ? 1
THAT PART OF LOTS 18, 19 AND 20 AND THAT PART OF THE NORTHEASTERLY 1/2
OF VACATED VALLEY STREET LYING SOUTHWESTERLY OF AND ADJOINING SAID LOTS
LYING WESTERLY OF A LINE PARALLEL TO AND 100 FEET EASTERLY OF CENTER
LINE OF VACATED VALLEY STREET IN BLOCK 36 IN GLENCOE, A SUBDIVISION OF
PARTS OF SECTIONS 5, 6, 7 AND 8 TOWNSHIP 42 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

93317281

DPS 049