

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to 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") which taxes and assessments which may accrue over this Note is less than on the property; (b) yearly leasehold payments or rents on the property, if any; (c) yearly hazard or property insurance premiums, if any; (d) yearly food insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable to Lender by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the premium.

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT; REDEMPTION AND AGREEMENTS. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by this Note and any charges due under the Note.

THIS SECURITY INSTRUMENT combines uniform covenant security instruments covering real property, which limited variations by individual to constitute a uniform security instrument covering non-uniform covenants subject to any encumbrances recorded.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances covered by this Security Instrument. All of the foregoing is related to in this Security instrument as "Property".

APPURTENANCES, and fixtures now or hereafter a part of the property. All improvements shall also be appurtenances, and additions and alterations shall be covered by this Security Instrument.

TOGETHER WITH all the improvements now or heretofore elected on the property, and all easements,

ILLINOIS 600-18 (Property Address):  
which has the address of 1425 MICHIGAN  
93358275 008 PLAINES

LOT 9 IN BLOCK 9 IN A.T. COUNTIES AND COMPANY'S DES PLAINES SUBDIVISION A SUBDIVISION OF THE NORTH PART (EAST OF THE RAILROAD) OF NORRIS PARK, A TOWNSHIP IN NORTHERN ILLINOIS, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THAT PART WEST OF DES PLAINES ROAD (1/4) OF SECTION 20, TOWNSHIP 41 NORTHERN ILLINOIS.

SECTION 21, OWNERSHIP 41 NORTH, RANGE SOUTHWEST QUARTER (1/4) OF SECTION 21, OWNERSHIP 41 (1/2) OF THE THIRD PRINCIPAL MERIDIAN ALSO THAT PART WEST OF DES PLAINES ROAD (1/4) OF SECTION 20, TOWNSHIP 41 NORTHERN ILLINOIS.

RECORDED OCTOBER 16, 1919 AS DOCUMENT 664-601 IN COOK COUNTY.

522526  
COOK COUNTY, ILLINOIS.  
Borrower hereby mortgages, grants and conveys to Lender the following described property located in County, Illinois:  
The security instrument under this Note is recorded under paragraph 7 to protect the security instrument and the Note. For this purpose, Borrower does hereby mortgage, grants and conveys to Lender the following described property located in County, Illinois:  
The debt is evidenced by a 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 May 1st, 2008. The debt is evidenced by a 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 May 1st, 2008.  
Borrower owes and will owe the principal sum of Ninety Thousand Dollars (\$90,000.00) and whose address is 27355 PARADISE ROAD, FARNHAM MILLS, IL 60334-3337 which is organized and doing business of QUALITY SERVICES CORPORATION.  
This security instrument is given to SOURCE ONE MORTGAGE SERVICES CORPORATION (Borrower).  
THIS MORTGAGE (Security instrument) is given on APRIL 29TH 1993, The mortgagor is JOSEPH H. HENNEMULLEN, AND PAULINE F. HENNEMULLEN,  
1993, The mortgagor is JOSEPH H. HENNEMULLEN, AND PAULINE F. HENNEMULLEN,  
and whose address is 27355 PARADISE ROAD, FARNHAM MILLS, IL 60334-3337 which is organized and doing business of QUALITY SERVICES CORPORATION.  
Borrower owes and will owe the principal sum of NINETY THOUSAND DOLLARS AND NO/100 Dollars (\$90,000.00) and whose address is 27355 PARADISE ROAD, FARNHAM MILLS, IL 60334-3337 which is organized and doing business of QUALITY SERVICES CORPORATION.  
The debt is evidenced by a 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 May 1st, 2008. The debt is evidenced by a 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 May 1st, 2008.

10671588-3  
MORTGAGE  
[Space Above This Line for Recording Date]

DEPT-01 RECORDING  
927,500  
161111 TRAN 9758 05/12/93 15:13:00  
49251 4 # - 93-358275  
COOK COUNTY RECORDER

93358275

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payment of mortgage insurance premiums. These items are called "Escrow 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 escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), 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. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale 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.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received 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.

**4. Charges; Liens.** 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 ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender full notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now 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; 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, and 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, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender. If mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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27. **Accessionary Remedies.** Lenders shall give notice to Borrower prior to exercising remedies relating to a branch of any conversion or aggregation in the Security Agreement (but no later than 30 days from the date of such notice), the other remedies. The notice shall specify: (a) the debt(s) (b) the action required to cure the deficiency (c) a date, not less than 30 days from

30. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or materials that will not conform to the requirements of any applicable laws, rules, regulations, or orders of any governmental authority having jurisdiction over such substances or materials.

should one or more items without prior notice to Borrower. A sale may result in a change in the entity known as the "Lender" ("Borrower"), that could affect monthly payments due under the Notes and this Security Instrument. There also may be one or more changes of the Lender, Borrower, or both, during the term of the Note. Such changes will not affect the rights and obligations of the Lender, Borrower, or both, under this Note.

18. Sale of Notes: Charitable loan notes shall remain fully negotiable as far as no acceleration had occurred. Upon acceleration by Borrower, this Security instrument and the obligator(s) named herein shall constitute notes of record.

notwithstanding that the Security Instrument is held by another party, the holder of the Security Instrument, lender or any other owner of record of the Security Instrument, shall be entitled to receive all sums which remain unpaid under the Security Instrument and the holder of the Security Instrument, lender or any other owner of record of the Security Instrument, shall be entitled to receive all sums which remain unpaid under the Security Instrument.

18. Borrower's Right to Retaineees. If Borrower to the power of attorney has made out his or her power of attorney to another person, then such other person may sue for the payment of any amount due under this Note.

If Leader does not exercise his/her option to defer payment of fees, he/she shall pay fees in full on the date specified in the notice of exercise, or in the option period if longer, at the option price per unit as of the last day of the year of exercise or the last day of the option period, whichever is later.

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

18. Governing Law; Governsability. This Security Interest and shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Interest is held invalid or unenforceable, to the extent permitted by law, such provision shall be severed and the Notes are held valid to be severable.

class mail unless otherwise specified by law requires use of snail-mail method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender, Any notice shall be given by first class mail to Lender's address set forth herein or any other address Borrower designates by notice to Lender, Any notice shall be provided for in this Security Instrument shall be deemed to have been delivered when given over as provided in this paragraph ("a").

already collected from Borrower which exceed and permitted limit will be refunded to Borrower. Lender may choose to make this refund by refunding all or a portion of the principal amount paid for in this Security instrument shall be given by delivering it by first  
class mail to Borrower.

without that Borrower's consent;

co-ordinating Security services and the co-operation of all concerned authorities and agencies will be joint and several. Any Borrower who co-operates with this Security instrument but does not execute the Note; (e) if Borrower may agree to extend, in whole or in part, any obligation to pay the same sum secured by this Security instrument; and (f) agrees that Security instruments; (g) is in default under the terms of this Security instrument; (h) fails to pay the sum secured by this Security instrument; and (i) agrees that Security instruments with regard to the terms of this Security instrument or the Note.

reason of any act or conduct made by the original Borrower or Borrower's successors in interest. Any forfeiture caused by Lender in exercising any right remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Borrower Not Responsible For Prepayment of Mortgaged Property. Extension of the time for payment of modification of amortization of the sums reserved by the Surety instrument guaranteed by Lender in respect of Borrower's or Borrower and Surety's obligations under the original Note shall not be required to commence proceedings against the Surety or in respect of rights or powers of attorney or otherwise modify or terminate or affect the sum so reserved by the Surety.

dates of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.  
Under and between the parties 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 such payments.

Before the signing, unless Borrower and Lender otherwise agree in writing, the amount of the principal of the Note will be determined by the sum of the proceeds of the note and the amount of the premium paid by the Noteholder to Lender for the Note.

The proceeds withheld by the attorney in question are to be paid to the plaintiff before the time limit for payment of the attorney's fee has expired. The amount of the attorney's fee is to be paid to the plaintiff before the time limit for payment of the attorney's fee has expired.

10. **Condemnation.** The proceeds of any part of a claim or claim for damages, or for conveyances in lieu of condemnation, in connection with any condemnation of the property, shall be paid to the Landlord.

8. **Inspection.** Lender or his agent may make reasonable entries upon and inspect conditions of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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**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 defenses 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 2., 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.

**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)].

- 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) [specify] \_\_\_\_\_

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

**Witnesses:**

**(Seal)**  
JOSEPH H. HENMUELLER -Borrower  
Social Security Number 328-54-5870

X Pauline F. Henmuller (Seal)  
PAULINE F. HENMULLER Borrower

~~PAULINE F. VENHOUTER~~ - Borrower  
Social Security Number 318-66-3613

(Seal)  
-Borrower

(Seal)  
Borrower

Prepared By and When Recorded, Return To

SOURCE ONE MORTGAGE SERVICES CORPORATION  
1051 PERIMETER DRIVE ATTN: ROC  
SCHAUMBURG, IL 60173-3000

*(Space Below This Line For Attenuated Payment)*

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STATE OF ILLINOIS

#### **Comments**

The foregoing instrument was acknowledged before me this 29TH DAY OF APRIL, 1993  
(date)

My comprehension expresses: 6 : 3 E = 9

(names acknowledged/no)

Notary Public

Gurnee County, Illinois.

