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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. Borrower covenants that Borrower lawfully holds the estate hereby conveyed and has the right to mortgage, 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. TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property, all replacements and additons shall also be covered by this security instrument. All of the foregoing is referred to in this security instrument as the "property."

which has the address of 370 E. OAK AVENUE (Street) 60103 (Zip code) Illinois (Property Address)

93369094

PERMANENT TAX ID: 08-34-413-081

LOT 24 IN HERITAGE OAKS, BEING A SUBDIVISION OF ALL LOTS IN HERITAGE OAKS OF BANTLETT UNITS 1, 2 AND 3, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APX MORTGAGE SERVICES, INC., 419 CHERKESIA DRIVE, PALATINE, ILLINOIS 60067 and whose address is under the laws of ILLINOIS. Borrower, CARL W. BUCHMILLER AND DENNA S. BUCHMILLER, HIS WIFE, the mortgagor to whom this mortgage (Security Instrument) is given on MAY 4, 1993. The mortgage is given to APX MORTGAGE SERVICES, INC., which is organized and existing under the laws of ILLINOIS, and whose address is 419 CHERKESIA DRIVE, PALATINE, ILLINOIS 60067. Borrower owes Lender the principal sum of NINETY-TWO THOUSAND AND 00/100 DOLLARS (\$92,000.00). This debt is evidenced by Borrower's note dated the same date as this security instrument (Note), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2008. This security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all costs, attorneys and conditional (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:

MORTGAGE

PREPARED BY: J. BUKAK

(Space Above This Line For Recording Date)

10422

DEPT-01 RECORDING 029.50
10111 TRAM 9812 05/17/93 1118100
00255 # *-93-349094
COOK COUNTY RECORDER

93369094

6-209992-C3 DATA TITLE COMPANY Man

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1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATI/CHANGES. 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 paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach to the property; (b) yearly flood insurance premiums; (c) yearly hazard or property insurance premiums; (d) yearly fire insurance premiums; (e) any other taxes, assessments, or charges which are levied or assessed against the property; (f) any other taxes, assessments, or charges which are levied or assessed against the property; (g) any other taxes, assessments, or charges which are levied or assessed against the property; (h) any other taxes, assessments, or charges which are levied or assessed against the property; (i) any other taxes, assessments, or charges which are levied or assessed against the property; (j) any other taxes, assessments, or charges which are levied or assessed against the property; (k) any other taxes, assessments, or charges which are levied or assessed against the property; (l) any other taxes, assessments, or charges which are levied or assessed against the property; (m) any other taxes, assessments, or charges which are levied or assessed against the property; (n) any other taxes, assessments, or charges which are levied or assessed against the property; (o) any other taxes, assessments, or charges which are levied or assessed against the property; (p) any other taxes, assessments, or charges which are levied or assessed against the property; (q) any other taxes, assessments, or charges which are levied or assessed against the property; (r) any other taxes, assessments, or charges which are levied or assessed against the property; (s) any other taxes, assessments, or charges which are levied or assessed against the property; (t) any other taxes, assessments, or charges which are levied or assessed against the property; (u) any other taxes, assessments, or charges which are levied or assessed against the property; (v) any other taxes, assessments, or charges which are levied or assessed against the property; (w) any other taxes, assessments, or charges which are levied or assessed against the property; (x) any other taxes, assessments, or charges which are levied or assessed against the property; (y) any other taxes, assessments, or charges which are levied or assessed against the property; (z) any other taxes, assessments, or charges which are levied or assessed against the property.

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; LENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the property over the 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 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 Borrower's obligations when due, Lender may to 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 2, 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.

5. 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.

6. CHARGES; LENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the property over the 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 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 Borrower's obligations when due, Lender may to 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 2, 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.

7. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazard or other causes, including any other hazard, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the period that Lender requires. 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. Lender shall have the right to hold the policy and renewable. 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 the 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 the 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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2 the property is acquired by Lender, Borrower's right to any insurance policy and proceeds resulting from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by the security instrument immediately prior to the acquisition.

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8. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; 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 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 impede the loan secured by this security instrument or lender's security interest. Borrower may cure such a default and continue, as provided in paragraph 19, by causing the action or proceeding to be dismissed with a ruling that, in lender's good faith determination, provides for forfeiture of the borrower's interest in the property or other material impairment of the loan 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 statement to lender (or failed to provide material information) in connection with the loan advanced 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 provisions of the lease. If borrower requires easements 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, lender may do and may or may not pay or otherwise 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 attorney's 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 amount disbursed by lender under this paragraph 7 shall become additional debt of borrower secured by this security instrument. Unless borrower or 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.

6. MORTGAGE INSURANCE; If lender required mortgage insurance as a condition of making the loan secured by this security instrument, borrower shall 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 lender approved by lender. If substantially equivalent mortgage insurance coverage is not available, borrower shall pay to lender each month by lender 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 required) 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.

5. INSPECTION; Lender or its agent may make reasonable inspections 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.

4. 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 conversion 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 the event of or greater than the amount of the sums secured by this security instrument immediately before the taking, unless lender and borrower otherwise agree in writing, 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 sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to borrower. In the event of a partial taking of the property immediately before the taking, unless borrower and lender otherwise agree in writing, 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 sums secured immediately before the taking, divided by (b) the fair market value of the property in which the fair market value of the property immediately before the taking, unless borrower and lender otherwise agree in writing, is secured immediately before the taking, unless borrower and lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this security instrument, whether or not the sums are then due.

If the property is abandoned by borrower, or if, after notice by lender to borrower that the borrower offers to make an award or settle a claim for damages, borrower fails to respond to lender within 30 days after the notice is given, lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to pay or provide the expenses of any right or remedy.

3. SUCCESSORS AND ASSIGNS SOUND; 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, and subject to the provisions of paragraph 17, borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this security instrument but does not execute the Note (a) is co-signing this security instrument only to mortgage, grant and convey that borrower's interest in the property under the terms of this security instrument; (b) is not personally obligated to pay the sums secured by this security instrument; and (c) agrees that lender and any other borrower may agree to extend, modify, correct, amend or make any accommodations with regard to the terms of this security instrument or the Note without that borrower's consent.

2. SUCCESSORS AND ASSIGNS SOUND; 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, and subject to the provisions of paragraph 17, borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this security instrument but does not execute the Note (a) is co-signing this security instrument only to mortgage, grant and convey that borrower's interest in the property under the terms of this security instrument; (b) is not personally obligated to pay the sums secured by this security instrument; and (c) agrees that lender and any other borrower may agree to extend, modify, correct, amend or make any accommodations with regard to the terms of this security instrument or the Note without that borrower's consent.

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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 sum 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 nonaccrual 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.

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

Environmental law means federal law and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection. Hazardous substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead, radon, lead-based paint, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile organic compounds, and pesticides. Hazardous substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead, radon, lead-based paint, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile organic compounds, and pesticides. Hazardous substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead, radon, lead-based paint, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile organic compounds, and pesticides.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit, in connection with the use, storage, use, disposal, or release of any hazardous substances on or in the property, any violation of any Environmental Law, the preceding provisions shall not apply to the presence, use, or storage of 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 or which Borrower has actual knowledge. If Borrower later, 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. Hazardous substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead, radon, lead-based paint, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile organic compounds, and pesticides. Hazardous substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead, radon, lead-based paint, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile organic compounds, and pesticides.

19. SALE OF NOTE; CHANGE OF LOAN SERVICE. 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 at which payments should be made. The notice will contain any other information required by applicable law.

18. BORROWER'S RIGHT TO REINSTATE. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this security instrument without further notice or demand on Borrower. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of the remedies permitted by this security instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to ensure that the lien on the security instrument, lender's rights in the property and Borrower's obligation to pay the sum 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.

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 exercised as prohibited by federal law or the state of the security instrument.

16. BORROWER'S COPY. Borrower shall be given one confirmed copy of the note and of this security instrument. Note are delivered to be severable. Note can be given effect without the constituting provision. To this end the provisions of this security instrument and the note conflict with applicable law, such conflict shall not affect either provision of this security instrument or the note. Jurisdiction in which the property is located. In the event that any provision of either of this security instrument or the note shall be governed by federal law and the law of the jurisdiction in which the property is located. This security instrument shall be governed by federal law and the law of the jurisdiction in which the property is located.

15. GOVERNING LAW; SEVERABILITY. This security instrument 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 either of this security instrument or the note shall be governed by federal law and the law of the jurisdiction in which the property is located. This security instrument shall be governed by federal law and the law of the jurisdiction in which the property is located.

14. NOTICES. Any notice to Borrower provided for in this security instrument shall be given by delivering it or by mailing it to the first address or other address designated by notice to Lender. The notice shall be deemed to be delivered to Lender at the first address or other address designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address listed herein or any other address designated by notice to Borrower. Any notice given to Lender shall be deemed to be delivered to Lender at the first address or other address designated by notice to Lender. The notice shall be deemed to be delivered to Lender at the first address or other address designated by notice to Lender. Any notice given to Lender shall be deemed to be delivered to Lender at the first address or other address designated by notice to Lender.

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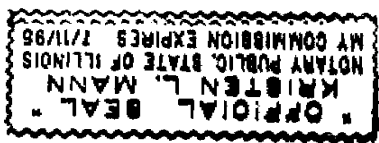
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Form 3014 8/80

Family Member/Trade Name Uniform Instrument Page 3 of 3

ILLINOIS -- Single Family --

MAIL TO →



THIS INSTRUMENT WAS PREPARED BY: J. HULAK
APX MTS 415 Creekside Drive
Palatine IL 60067

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

[Signature]
(SBAL)

by **CARL R. BUCHMILLER AND DEBRA S. BUCHMILLER**
(persons) (acknowledging)

The foregoing instrument was acknowledged before me this _____ day of _____, 1993.

STATE OF Illinois)
COUNTY OF Cook) SS:

APX MORTGAGE SERVICES, INC.
415 CREEKSIDE DRIVE
PALATINE, ILLINOIS 60067

MAIL TO:

_____ (space below this line for acknowledgment)

--Borrower (seal)

--Borrower (seal)

Debra S. Buchmiller
DEBRA S. BUCHMILLER Social Security Number 327-48-1190

Carl R. Buchmiller
CARL R. BUCHMILLER Social Security Number 358-46-3414

Witnesses:

BY SIGNING HEREON, Borrower accepts and agrees to the terms and covenants contained in this security instrument and in any riders) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- 1 - 4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Stockly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- () other(s) (specify)

(Check applicable box(es)).

24. REFERS 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.

23. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the property.

22. RELEASE. Upon payment of all sums secured by this security instrument, Borrower shall release this security instrument without charge to Borrower. Borrower shall pay any recordation costs.

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