

UNOFFICIAL COPY

W2702461

93370716

RECORDED BY
ANCORE MORTGAGE, INC.
100 N. WABASH AVE.
SUITE 1000
CHICAGO, IL 60601-3187

Re-recorded To
correct chain of title.

COA#000 321-54-43

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE (Security Instrument) is given on September 28, 1992. The mortgagor is ROBERT G. HERRAH AND REBECCA J. HERRAH, HUSBAND AND WIFE.

("Borrower")

This Security Instrument is given to ANCORE MORTGAGE, INC., which is organized and existing under the laws of NEVADA, and whose address is P.O. BOX 1687, ROCKFORD, IL 61106-0187 ("Lender"). Borrower owes Lender the principal sum of One Hundred Fifty Three Thousand Five Hundred Dollars and no/100 Dollars (U.S.\$153,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with a full debt if not paid earlier, due and payable on October 1, 2022. This Security Instrument conveys 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 in 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:

LOT 2 IN BLK 5 IN LAGRANGE'S ADDITION TO BARRINGTON, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 31 NORTH, RANGE 9, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

01-08-244-1009

which has the address of 600 S. DIVISION CHICAGO, ILLINOIS
(Street) (City)
Illinois, 60610-0187 (Property Address).
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, all encroachments, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully 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 of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISIC/CHOTS/0401/3014/9-90/L PAGE 1 OF 8

FORM 3014 9/90

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Property of Cook County Clerk's Office

DEPT-01
T4444 TRAN 9026 05/17/93 14:59:06
#7244 # - 93-370716
COOK COUNTY RECORDER

UNOFFICIAL COPY

LOAN NO. 110 14 81

executed by this Security Instrument. However, this option shall not be exercised by Lender if the exercise is prohibited by federal law or of the state or the 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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 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 title 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 or 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 flammables 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 refile after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any 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 recording costs.

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

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IN CONCERNING THE SECURITY INSTRUMENT, IT IS TO BE NOTED THAT THE SIGNERS ARE IDENTIFIED BY BORROWER AND RECORDED TOGETHER WITH THE SECURITY INSTRUMENT THAT CREDITORS ARE AT LIBERTY OF USE IN SUCH MANNER AS THEY DETERMINE AS PART OF THE SECURITY INSTRUMENT. (CHECK BOXES AS APPLICABLE)

Adjustable Rate Rider
 Accelerated Payment Rider
 Balloon Rider
 Other(s) [Specify]

Cashout Rider
 Planned Unit Development Rider
 Rate Improvement Rider

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

BY SIGNING BELOW, BORROWER ACCEPTS AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY AMENDMENT EXECUTED BY BORROWER AND RECORDED WITH IT.

Witnesses:

Robert Herman, by Nick J. F.
ROBERT G. HERMAN
Social Security Number 323-67-7979

Nicole J. Herman
NICOLE J. HERMAN
Social Security Number 323-68-3683

Social Security Number _____

Social Security Number _____

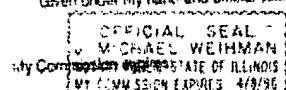
[Specify Below This Line For Acknowledgment]

STATE OF ILLINOIS,

County as:

I, a Notary Public in and for said county and state do hereby certify
that ROBERT G. HERMAN AND NICOLE J. HERMAN
personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared
before me this day in person, and acknowledged that they signed and delivered the said instrument as
their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, the 7th day of SEPTEMBER, 1992.



This instrument was prepared by STEPHEN L. HICKS

RESONS-SINGLE FAMILY-FHFA/FHLMC UNIFORM INSTRUMENT
FOLIO NUMBER /0491/30149901 L PAGE 8 OF 8

FORM BO-49/91

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I CERTIFY THAT THE COPY
IS A FAITHFUL COPY
OF THE ORIGINAL
Yvonne White
RECOORDER OF RECORDS
COOK COUNTY, IL

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