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FIRST RESIDENTIAL MORTGAGE, L.P.
600 N. FIRST BANK DRIVE
PALATINE, IL 60067

94461009



(Please Above This Line For Recording Date)

94461008

LOAN NO. 0047301-R

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 30**, 1994.
The mortgagor is **LARRY L MOSS AND ELIZABETH V MOSS, HUSBAND AND WIFE**

This Security Instrument is given to **FIRST RESIDENTIAL MORTGAGE, L.P.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**
address is **600 N. FIRST BANK DRIVE,** and whose
PALATINE, IL 60067

Borrower owes Lender the principal sum of **SIXTY THOUSAND TWO HUNDRED AND 00/100**

Dollars
(U.S. \$ **60,200.00**). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable
on **JUNE 1, 2009**. 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:

LOT 734 IN HAZELCREST HIGHLANDS FOURTEENTH ADDITION BEING A
SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 26 AND PART OF
THE SOUTHWEST 1/4 OF SECTION 26, ALL IN TOWNSHIP 36 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-26-122-016

DEPT-01 RECORDING 131.00
189979 TRAN 5924 05/31/94 11:12:00
\$1406 + 12.48 = 1428.48 - 4.810008
COOK COUNTY RECORDER

which has the address of

17001 MAGNOLIA DRIVE

HAZEL CREST

Illinois

60429

(State)

(City)

(Zip Code)

("Property Address");

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 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.

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Page 1 of 8

Initials: LM

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LIFT #3014 7/92
3/00

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All financial practices and frameworks shall be acceptable to Leaders and shall include a standard mortgage clause. Leaders shall have the right to hold the policies and renewals. If Leader receives, Borrower shall promptly give to Leader all receipts of paid

to protect Leender's rights in the property in accordance with paragraph 7.

5. **Fractional or Proprietary Insurance.** Borrower shall keep the term "fractional coverage" and any other hazard included within the improvements now existing or hereafter created on the property as unergosanably whithched. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage

set forth above within 10 days of the giving of notice.

Borrower shall promptly disclose any lien which has priority over the Security Interest in any unlien Borrower or; (a) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or delegates authority to Lender to do so, in a manner acceptable to Lender; (c) secures payment of the obligation accrued by the lien in the legal proceedings which in the Lender's opinion operate to prevent the enforcement of the security interest of the Lender in the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the security interest of the Lender in the lien in, or (d) secures payment of the obligation accrued by the lien in a manner acceptable to Lender.

Borrower shall promptly furnish to Lender receipts evidencing the payment.

4. **Charterholders:** Lessee, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue priorly over this Security Instrument, and leasehold improvements or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if it not paid in full within Borrower shall pay the sum of the direct cost of the property owed by him.

to imitate due, fourth, to preicipal due; and last, to any like charges due under the Note.

³. Application of *Fitzgerald*. Unless applicable law provides otherwise, all payments received by lessee under paragraphs 1 and 2 shall be applied; first, to any prepayment rental charges due under the Note; second, to amounts payable under paragraph 2;

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Upon payment in full of all sums secured by this Security Instrument, I will promptly refund to Borrower any funds held

If the funds held by Lender exceed the amounts demanded to be held by applicable law, Lender shall account to Borrower for the excess funds held by Lender within the requirements of applicable law. If the amount of the funds held by Lender is any time in the excess funds held by Lender exceeds the requirements of applicable law, Lender may as security Borrower in writing, and, in such case Lender may sue Lender to pay the excess amount necessary to make up the deficiency. Lender shall make up the deficiency in the amount necessary to Lender to a lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including the Federal Home Loan Bank, if located in such an institution) or in any Federal Home Loan Bank, unless Lentor shall apply the Funds to pay the Escrow Agent's, if located, or holder's charge therefor and applicable law permits Lentor to make such a charge. However, unless Lentor pays Borrower interest on the Funds and applies annually analyzing the escrow account, or verticallying the Escrow Agent's, unless Lentor may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lentor in connection with this loan, unless otherwise provided by law, no interest will be charged on the Funds.

applicable law

of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Principle of Principla and Interest:** Prepayment may be due the principal before the date of maturity.

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

THIS SECURITY IS SUBJECT TO GOVERNMENT COVENANTS NOT TO SUICIDE AND NON-DISCLOSURE AGREEMENTS WITH LIMITED EXCEPTIONS
by jurisdiction to constitute a uniform security instrument covering real property.

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender'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 requires 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 premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance 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 which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument enjoined at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specifically permit) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entity of a judgment entered in this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which Lender would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coventants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the loan of this Security Instrument is unencumbered. Upon remonstrance by Borrower, this Security Instrument and the obligations secured hereby shall become ineffective.

Instrumentation: In Biotower trials to date, we have used two types of instrumentation without further notice or demand on Biotower:

If Lennder exercises this option, Lennder 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 interest.

SECRETARIAL INVESTIGATIONS

17. Transferer of the Proprietary or a Beneficial Interest in Borrower. If all or any part of it; property of 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 the consent of Lender, Lender may, at its option, require immediate payment in full of all sums secured by this Security Agreement. However, this option shall not be exercisable by Lender if it is prohibited by federal law as of the date of this instrument. Moreover, this option shall not be exercisable if Lender is prohibited by federal law as of the date of this instrument.

Without the communication privilege, to this end the provisions of this security instrument and the Note are subject to the secretarial

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which it was executed or recorded, without regard to its place of business. To the extent that the provisions of this Security Instrument conflict with the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect in accordance with the applicable law.

14. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by delivering it by mail unless otherwise specified.

reduces dispersion will be treated as a partial prepayment without any prepayment charge under the Note.

This law is generally interpreted as giving the trustee, or holder of loan charge collects or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower, which exceeded permitted to Borrower, lender may claim (q) and (d) Note or by making a demand to Borrower. It is required that Note or by making a demand to Borrower, it is required to make this requirement by reducing the principal owed under the Note or by making a demand to Borrower.

with regard to the terms of this Security instrument or the Note without their Borrower's consent.

12. Successors and Assignees of General Liability; Joint and Several Liability; Contribution; Joint and Several Liability; Contribution; and Covenants Not to Compete. The covenants and agreements of this Security instrument shall bind and operate as if made by the original holder and his or her successors and assigns.

of remedy

11. Borrower Not Responsible; Forbearance Not a Waiver. Exculcation of the time for payment of acceleration of any sum secured by Lender by this Security Instrument shall not be a waiver of or preclude the exercise of any right hereinafter. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy available to Lender under this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in the units secured by this Security Instrument for any reason.

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

authorised to collect and apply the proceeds, at his option, either to reparation or repair of the Property or to the sum accrued by this Security instrument, whether or not then due.

In the tropics, as mentioned by Poincaré, or in other words, if Leander fails to respond to Leander's letter within 30 days after the date the notice is given, Leander is

option will be subject to written or unless applicable law otherwise provides, the proceeds shall be applied to the sum secured by the security instrument whether or not the sums are due.

accuracy in payment shall be reduced by the amount of the proceeds multiplied by the following fraction:

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 any rights included 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 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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