

# UNOFFICIAL COPY

| NAME AND ADDRESS OF MORTGAGOR                                                         |                | NAME AND ADDRESS OF MORTGAGEE                                                          |                       |
|---------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------|-----------------------|
| John A. Palmer and Gloria May Palmer, his wife<br>217 N. Kilburn<br>Chicago, IL 60624 |                | 111 Financial Services<br>Central File Unit<br>P. O. Box 9394<br>Minneapolis, MN 55440 |                       |
| DATE OF MORTGAGE                                                                      | MATURITY DATE  | AMOUNT OF MORTGAGE                                                                     | FUTURE ADVANCE AMOUNT |
| JULY 22, 1994                                                                         | AUGUST 1, 2009 | \$18,885.00                                                                            | -0-                   |

WITNESSETH, That mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the amount shown above, together with interest thereon, does by these presents mortgage and warrant unto mortgagee, forever, the following described real estate located in Cook County, State of Illinois, hereby releasing and waiving all rights under and by virtue of the tax-against exemption laws of Illinois, to wit:

Lot 29 (except the South 17 feet thereof) and all of Lot 30 in the Resubdivision of Block 21 (except Lot 3 and the South 30 feet conveyed to City for widening Randolph Street) in West Chicago Land Company's Subdivision of the South Half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, according to the Plat thereof recorded October 1, 1890 as Document 1345905, in Cook County, Illinois.

Permanent Index No. 16-10-322-010

DEPT-01 RECORDING 423.50  
T00011 TRAN 3148 07/26/94 14111100  
10245 0 R/V \*\*94-652435  
COOK COUNTY RECORDER

94652435

The mortgage shall also secure advances by the mortgagee in an amount not to exceed the amount shown above as Future Advance Amount together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens, awnings, shades, storms, sash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the heretements and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises" or the "mortgaged premises."

TO HAVE AND TO HOLD the premises unto mortgagee, its successors and assigns, forever, for the purposes, and upon the conditions and uses herein set forth.

The mortgagor hereby covenants that the mortgage is subject to a good title to the mortgaged premises in fee simple, free and clear of all liens and encumbrances, except as follows: **None**

and the mortgagor will forever warrant and defend the same to the mortgagee against all claims whatsoever. PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall pay or cause to be paid to the mortgagee the indebtedness as expressed in the above described Note secured hereby according to the terms thereof and all renewals and extensions thereof, and all other present and future indebtedness of mortgagor to mortgagee (except subsequent consumer credit sales and direct loans made pursuant to the Illinois Consumer Finance Act), all of such indebtedness begin herein collectively referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these presents shall cease and be void.

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be assessed for taxation and listed together without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against this mortgage or the indebtedness hereby secured and on the premises described in this mortgage, including every mortgage interest which the mortgagee may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights of offset or deduction against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for the full insurable value thereof, to pay the premiums thereon when due and to comply with co-insurance provisions, if any, in insurance companies approved by the mortgagee, with loss payable to the mortgagee as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee. Loss proceeds, less expenses of collection, shall, at the mortgagor's option, be applied on the indebtedness hereby secured, whether do or not, or to the restoration of the mortgaged premises.

The mortgagor further covenants with the mortgagee: (1) to pay the indebtedness hereby secured; (2) to keep the mortgaged premises in good tenable condition and repair; (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage; (4) not to commit waste or suffer waste to be committed on the mortgaged premises, and (5) not to do any act which shall impair the value of the mortgage premises.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises as insured the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgagee may on its part cure such defaults and all sums advanced for that purpose shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the maximum legal rate allowed by Illinois statute and form a lien upon the real estate described herein.

Upon breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained herein, in said Note or any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the option of the mortgagee and without further notice or demand, become immediately due and payable.

Mortgagor hereby waives all rights to possession of and income from the mortgaged premises for the period following commencement of any action to foreclose this mortgage through expiration of any redemption period. Mortgagor further agrees that upon commencement of an action to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises, including homestead interest, and may empower the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises during the pendency of said action and until expiration of any redemption period, and may order such rents issued and profits when so collected, be applied first to the receivership expenses, including expenses incurred for necessary repairs, for the payment of insurance premiums, taxes and assessments, and for commissions due the receiver, with the balance thereof being paid to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed as prescribed by law.

Mortgagor agrees to pay all expenses and disbursements paid or incurred in behalf of mortgagee in connection with the foreclosure hereof including, without limitation, reasonable attorney's fees, abstracting or title insurance fees, outlays for documentary evidence and all similar expenses or disbursements. All such expenses and disbursements shall be an additional lien upon the mortgaged premises, shall be taxes as costs and included in any decree that may be rendered in such foreclosure proceeding.

If mortgagor is an Illinois corporation or a foreign corporation licensed to do business in the State of Illinois, mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage fully, on behalf of the mortgagor and, to the extent permitted by law, on behalf of every person or party acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage.

2334 (6)

LAWYERS TITLE INSURANCE CORPORATION

UNOFFICIAL COPY

All moneys, interests, dividends, with principal and interest, to be paid by the mortgagor upon the hereinafter described premises, and assigns of the mortgagor and their heirs, to the benefit of the mortgagee. The mortgagee shall have the right to sue for the principal and interest due on the mortgage and to enforce the same by law, and to the extent of such provision without releasing the remaining proceeds.

The mortgagee shall be authorized to the lien of any and all prior mortgages, liens or charges paid and discharged from the proceeds of the indebtedness hereby secured and every benefit which shall hereinafter be received or accrued, the repayment of the indebtedness hereby secured shall be secured by such lien on the payment of such moneys (principal) thereby to the extent of such payments, respectively.

Any amount of charges under commission for industry, or taking of, any part of said mortgaged premises is hereby assigned to mortgagee with authority to liquidate or otherwise to always received, as above provided for in these last proceeds.

IN WITNESS WHEREOF, the mortgagee has hereunto set his hand and seal the 22ND day of July, 1994.

Place of first setting in the presence of

MORTGAGOR(S):  
John A. Palmer (Bank)  
Gloria May Palmer (Bank)

INDIVIDUAL ACKNOWLEDGEMENT

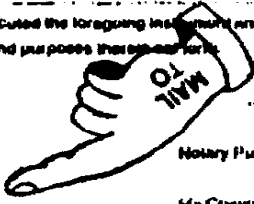
STATE OF ILLINOIS )  
County of Cook ) ss.  
Personally came before me this 22ND day of July, 1994, the above named John A. Palmer and Gloria May Palmer, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same as his free and voluntary act, for the uses and purposes therein set forth.



CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
County of ) ss. 94852175  
Personally came before me this day of 1994, Present and  
Secretary of the above named  
corporation, to be known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the true and  
voluntary deed of such corporation, by its authority, for the uses and purposes therein set forth.

Return Recorded Document To:  
ITT Financial Services  
Central File Unit  
P. O. Box 9394  
Minneapolis, MN 55440



\*\* THIS INSTRUMENT WAS DRAFTED BY Attorney Ronald O. Roeser, 920 Davis Road, Elgin, IL 60123  
\*\*From information supplied by ITT Financial.

No. \_\_\_\_\_ )  
MORTGAGE )  
to \_\_\_\_\_ )  
of \_\_\_\_\_ )  
) ss. No. \_\_\_\_\_ )  
County )  
This instrument was filed for record in the \_\_\_\_\_ )  
county's office of \_\_\_\_\_ )  
on the \_\_\_\_\_ day of \_\_\_\_\_ )  
A.D. 19 \_\_\_\_\_ )  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in \_\_\_\_\_ )  
of \_\_\_\_\_ )  
on page \_\_\_\_\_ )  
Recorder.

# UNOFFICIAL COPY



94486543

94652436

DEPT-01 RECORDING 147.50  
10000 TRAM 7928 06/20/94 14117:00  
10246 + RV \*\*94-652436  
COOK COUNTY RECORDER

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## MORTGAGE

614  
482880-5

94652436

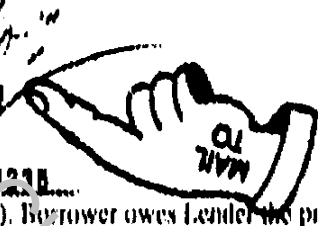
DEPT-01 RECORDING 147.50  
10011 TRAM 3148 07/26/94 14112:00  
10246 + RV \*\*94-652436  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **May 24, 1994**. The mortgagor is  
**MARY SZYPER,**  
**PATRICK SZYPER, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to

**THE HUNTINGTON MORTGAGE COMPANY, "AN OHIO CORPORATION"**

which is organized and existing under the laws of **THE STATE OF OHIO**, and whose  
address is **7575 HUNTINGTON PARK DRIVE, COLUMBUS, OHIO 43238**



("Lender"). Borrower owes Lender the principal sum of

**Fifty Thousand**

Dollars (U.S. \$ **50,000.00**).

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 **June 1, 2024**. 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 2 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:

Unit No. 522 in building 1463 Mercury Drive Country Lane Condominium, together with its undivided percentage interest in the common elements, as defined and delineated in the Declaration of Condominium recorded as Document Number 24066317, as amended from time to time, in the Northwest 1/4 of Section 32, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN#07-32-100-018-1277

which has the address of **1463 MERCURY DRIVE UNIT #522 SCHAUMBURG**,  
Illinois **80193** ("Property Address");

[Zip Code]

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 8/90  
Amended 5/91

3950  
MS.P.J.  
49



S-94-02319 LIC 1

Recording to add rider...

94652436

94486543

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.

**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:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 2, in lieu of the 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. Section 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.

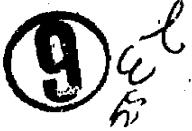
**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 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 all 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.

91552135

91552135

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IL-1100 (Rev. 2/98)

and the mortgagee will forever warrant and defend the same to the mortgagee... THE MORTGAGEE SHALL ALSO SECURE AND DEFEND THE SAME TO THE MORTGAGEE... THE MORTGAGEE SHALL ALSO SECURE AND DEFEND THE SAME TO THE MORTGAGEE...

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PERMANENT INDEX NO. 16-10-322-010

DEPT. OF RECORDING 40245 & RV \* - 4 - 6 5 2 4 3 5 COOK COUNTY RECORDER

Table with columns: NAME AND ADDRESS OF MORTGAGOR, DATE OF MORTGAGE, MATURITY DATE, AMOUNT OF MORTGAGE, NAME AND ADDRESS OF MORTGAGEE. Includes details for John A. Palmer and Gloria May Palmer.

94652435 MORTGAGE

LAWYERS TITLE INSURANCE CORPORATION

594.03003

UNOFFICIAL COPY

No. \_\_\_\_\_

MORTGAGE

to

) at No. \_\_\_\_\_

County )

This instrument was filed for record in the

Recorder's office of \_\_\_\_\_

County, on the \_\_\_\_\_ day of \_\_\_\_\_

AD 19 \_\_\_\_\_

o'clock \_\_\_\_\_ M. and recorded in

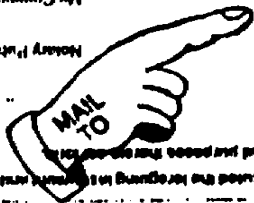
of \_\_\_\_\_

on page \_\_\_\_\_

Recorder.

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY RONALD O. ROBERT, 920 DAVID ROAD, ELLIOTT, ILL. FROM INFORMATION SUPPLIED BY ITT FINANCIAL.

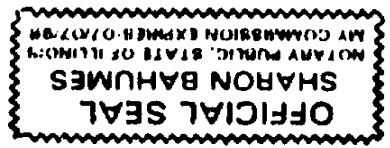
Return Recorded Document To  
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Minneapolis, MN 55440



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Central File Unit  
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Minneapolis, MN 55440

STATE OF ILLINOIS

CORPORATE ACKNOWLEDGMENT



My Commission Expires \_\_\_\_\_  
Notary Public \_\_\_\_\_  
County, State of \_\_\_\_\_

and Gloria May Palmer, his wife,  
John A. Palmer July 22ND 1994

County of COOK

STATE OF ILLINOIS

INDIVIDUAL ACKNOWLEDGMENT

John A. Palmer  
Gloria May Palmer

John A. Palmer  
Gloria May Palmer

John A. Palmer  
Gloria May Palmer

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Gloria May Palmer

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John A. Palmer  
Gloria May Palmer

Property of Cook County Clerk's Office