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JULY 1990

Amended 6/91
DRAFT 8/89

COUNTRY CLUB HILLS
Lafayette, California

(Property Address)

60478

which has the address of
PIN 28-26-107-038-0000

THIS DOCUMENT IS BEING RELEASED UNDER THE FOIA OR BY ORDER OF THE COURT.

LOT 65 IN J. J. E. MERRION'S KNOB HILL ADDITION TO COUNTRY CLUB HILLS, A RESUBDIVISION OF LOTS 22 TO 75 INCLOSIVE, LOTS 104 TO 132 INCLOSIVE, LOTS 157 TO 186 INCLOSIVE, LOTS 208 TO 223 INCLOSIVE, TOGETHER WITH VACATED STREETS, ALL IN J. J. E. MERRION'S COUNTRY CLUB HILLS 6TH ADDITION TO A SUBDIVISION OF PART OF THE WEST (3/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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, 2009. This Note is not payoffable until accrued 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 secure the security instrument of this Note; and (c) the performance of Borrower's covenants under this project.

address is 1151 E. WARRENVILLE ROAD, NAPERVILLE, ILLINOIS 60566
Mortgagee is LENDER, "The Trustee of ILBUNDIES
Mortgagor is BORROWER, "John D. Lender".
Mortgagor owes Lender the principal sum of
\$100 thousand and no/100-----

RECORDING 31.00 94707096

HEALTHCARE ASSOCIATES CREDIT UNION

(“Borrower”). This Security Instrument is given to

THIS MORTGAGE ("Security Instrument") is given on May 25, 1994
to JONATHAN CARTER
PATRICIA A. DOUGLAS, MARRIED /at/ JONATHAN CARTER

MORTGAGE

• [Sobre](#) [Termos de Uso](#) [Política de Privacidade](#) [Contato](#)

ROLLING MEADOWS

WHITE

COOK COUNTY
DECODED

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— 1 —

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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 seised 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 8, 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.

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Form 301A 8/80

Any anomalies identified by Lender under this subparagraph 7 shall become immediately debt of Borrower accrued by this Security Lienmark. Lender Borrower and Lender agree to defer term of payment, those amounts shall bear interest from the date of disbursement in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding

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 collect any amount necessary to protect his property or to make up for any loss suffered by him as a result of such proceedings.

7. Lender does not have to do so.

6. Occupancy, Preservation and Protection of the Property; Borrower's Loan Applications; Leaseholders.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within six days after the execution of this Security Lien Agreement, unless Lender continues to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender obtains a right to agree to withdraw from the Property in writing, which consent shall not be unreasonably withheld, or unless the date of occupancy is extended by Borrower's consent. Borrower shall be in default if any forfeiture property, allowing the Property to deteriorate, or causing waste on the Property. Borrower shall be in default if any forfeiture of protection, whether civil or criminal, is brought that in Lender's good faith judgment could result in forfeiture of the action or proceeding, or if Lender's civil or criminal suit against Borrower results in any forfeiture property or otherwise materially impairing Lender's security interest in the Property. Borrower shall be in default if any property or procedure under applicable law provides for the forfeiture of the Property to Lender in the event of a default in payment of principal or interest, or if Lender's security interest in the Property is converted into cash or other property by Lender in the event of a default in payment of principal or interest.

Under this heading, unless otherwise agreed 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 at Lender's request, the insurance proceeds shall be applied to the sums accrued 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, Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay sums accrued 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, Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay sums accrued by this Security instrument, whether or not then due, with any excess paid to Borrower. If the notice is given by Lender to the trustee in trust for the benefit of the holder of the note, the trustee shall apply the same as provided by law.

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 reacquires, Barrower shall promptly give to the insurance carrier and Lender paid premiums and renewal notices. In the event of loss, Barrower shall give prompt notice to the insurance carrier and Lender.

3. 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 provided against insurance. This insurance shall be maintained in the amounts and for the periods indicated above or following, for which Lenders require insurance. The insurance shall be maintained in the periods indicated above or indefinitely, until Lender's rights in the property in accordance with paragraph 7.

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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 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 in which the fair market value of the Property immediately before the taking is less than the amount of the sums 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date 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 the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. 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.

12. Successors and Assigns Bound; 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, 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected 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 limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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23. Whether of domesticated, borrowed varieties and right of homestead exemption in the property.

21. Accordingly, but not limited to, reasonable expenses, taxes 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 my recordation costs.

21. **Accession of rights.** Lender shall have prior to borrowee's right to sue for non-payment of any sum due under this Agreement, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
22. **Secured by this Security interest.** Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
23. **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 due date specified in the note, Lender, in its option, may require immediate payment in full of all sums secured by this Security interest without further demand and may exercise this Security interest instrument by giving notice to Borrower of the right to accelerate and foreclose.
24. **Borrower of the right to accelerate and foreclose and sale of the property.** The notice shall further provide that the Security interest may be exercised by Lender to accelerate and foreclose and sell of the property, if the note is not paid by the date specified in the note or before the date specified in the note may result in acceleration of the note
25. **Failure to cure the default on or before the due date specified in the note may result in acceleration of the note.** The note shall provide that the note is given to Borrower, by which the default must be cured; and
26. **A due, not less than 30 days from the date the note is given to Borrower, by which the default must be cured; and** (c) a due, not less than 30 days from the date the note is given to Borrower, by which the default must be cured; and
27. **Applicable law provides otherwise).** The note shall specify: (a) the default; (b) the action required to cure the default; and
28. **of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise).** Lender shall have priority over all other creditors in respect of the assets of the Borrower.

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

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 painticides and herbicides, volatile solvents, methylcellosolve, 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.

governments of self-governing nations the property and any liabilities subsisting at the date of incorporation law of which borrower has held knowledge. If Borrower leaves, or is not liable by any government of regulatory authority, that may removal or other remedial action of any liabilities subsisting after the procedure is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Law.

20. **Liaison** Submissions: Notwithstanding the provisions of this Agreement, the parties shall not cause or permit the presence, use, disposal, storage, or retrieval of any hazardous substances, wastes, or other materials which may be present at any facility or site under their control or ownership, or which may be present at any facility or site under the control or ownership of any third party, unless such materials are generated, used, or disposed of in accordance with applicable laws, regulations, and standards.

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, until listed 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.

18. Borrower's Right to Remodel. If Remodel is effective under paragraph 17, Borrower shall have the right to have enforcement of this Security Instrument delayed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for preliminary injunction) before sale of the Property pursuant to any Power of Sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays any deficiency of any other covenants or agreements of this Security Instrument; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lender may reasonably require to assure prompt completion of the Remodel; and (e) makes all payments of taxes, insurance premiums, fees, and other amounts required by law to be paid by Borrower.

If I choose to exercise this option, Leander shall give Borrower notice of reacceleration, and 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, Leander may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Transfer of the property or a beneficial interest in Borrower's interest in any property of any interest in it is sold or transferred (or if it is a beneficial interest in Borrower's interest in any property of any interest in it is sold or transferred) or if it is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, however, 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 otherwise is prohibited by federal law or of this Security instrument.

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NOTARY PUBLIC
STATE OF ILLINOIS
VALERIE ELLIS
MY COMMISSION EXPIRES 03-17-98

RECORD AND RETURN TO:

HEALTHCARE ASSOCIATES CREDIT UNION
1151 E. WARRENVILLE ROAD
NAPERVILLE, ILLINOIS 60566

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)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | (Others) [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:

Valerie Ellis

PATRICIA A. DOUGLAS

(Seal)

Borrower

Patricia A. Douglas
HAS EXECUTED THIS MORTGAGE FOR THE SOLE
PURPOSE OF WAIVER OF HOMESTEAD RIGHTS

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS,

I, *Valerie Ellis*,
that

PATRICIA A. DOUGLAS, *Married*

Cook County ss:

, a Notary Public in and for said county and state do hereby certify

Jonathan Carter

and

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, this 25th

day of May, 1994

My Commission Expires:

This Instrument was prepared by: SHELLEY WILLIAMS

