

# UNOFFICIAL COPY

94892874

LOAN NUMBER: 5162482

[Space Above This Line For Recording Date]

## MORTGAGE

ORIGINAL

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 14TH  
19 94 . The mortgagor is WILLIAM T. GLENNON AND STEPHANIE L. GLENNON

("Borrower"). This Security Instrument is given to PHH US MORTGAGE CORPORATION  
which is organized and existing under the laws of NEW JERSEY , and whose address is  
6000 ATRIUM WAY, MT. LAUREL, NEW JERSEY 08054 ("Lender").

Borrower owes Lender the principal sum of  
ONE HUNDRED FIFTY EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ 158,000.00 ) . 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  
NOVEMBER 01ST, 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 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:

DEPT-H-1 RECORDING	\$31.50
180611 TRAN 4205 10/18/94 11:09:00	
19834 RCU X-124 "892874	
COOK COUNTY REORDER	

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED  
HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS 19 NORTH GIBBONS AVENUE.

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGOR(S) HEREIN BY DEED BEING  
RECORDED SIMULTANEOUSLY HEREWITHE; THIS BEING A PURCHASE MONEY MORTGAGE  
GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

PREPARED BY:

*Jane B. Law*  
JANE B. LAW

94892874

which has the address of 19, NORTH GIBBONS AVENUE, ARLINGTON HEIGHTS  
(Street)

(City)

Illinois 60004 ("Property Address");  
(Zip Code)

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.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
USMC 3046 Rev. 1/93



Form 3014 8/90 (page 1 of 3 pages)

3150

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Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount of the unpaid balance of the note plus interest accrued thereon from the date of the last payment to the date of such application.

Unless Lender fails and Borrower otherwise repays 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 of the Property damages Lender's security, Lender may collect the insurance proceeds, less the amount necessary to restore the Property, or may sue for the balance of the insurance proceeds. Lender may use the proceeds to restore the Property before or to pay sums accrued by this Security instrument, whether or not then due. The 30-day period will begin when the notice 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 sue for the balance of the insurance proceeds before or to pay sums accrued by this Security instrument, whether or not then due. The 30-day period will begin when the notice abandons the Property.

All instructions, policies and procedures shall be reviewed to determine if they are in accordance with the Board's policies.

**5. Hazard of Property Insurance.** Barrower shall keep the improvements now existing or hereafter erected on his land or acre one or more of the sections set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) waives in writing to the payee of the obligation secured by the lien in (b), and (c) agrees to pay to the payee of the obligation secured by the lien in (b) the amount necessary to satisfy the debt in (b).

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments: First, to repay initial charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied; third, to interest, to principal, to any late or other charges due under the Note; fourth, to expenses, premiums, taxes, attorney's fees, and costs of collection, to be paid on time directly to the person owed payment. Borrower agrees to pay all notices of amounts to be paid promptly furnish to Lender.

Open Fund Management Ltd, in turn, has a 5% interest in the underlying funds held by Lender. Under the terms of the Agreement, Open Fund Management Ltd will be entitled to receive 5% of the fees payable by the underlying funds held by Lender.

If the Funds held by, under exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess. Funds in excess of what the requirements of applicable law, Lender shall pay interest on the amount held by Lender in accordance with the terms of this Agreement.

such as reporting services used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made with Lender, any negative information contained in a credit report or credit history may be used by Lender to qualify a borrower to apply for a loan, and such information may be used by Lender to determine whether to grant a loan.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lenders, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to acquire the Escrow items. Lender may not charge Borrower for holding and applying the Funds until authority under account, or otherwise, denies Lender power to do so. Funds and applicable law permits Lender to hold escrow items for a period of time longer than one year, Lender may do so.

Items like 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 Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise set forth below.

(a) generally taxes and assessments which may affect the property over the period of time in which it is held; (b) any other payments which may be due under the terms of the lease or tenancy agreement; (c) any amounts due under the terms of any insurance policies held by the lessor; (d) any amounts due under the terms of any guarantee given by the lessor; (e) any amounts due under the terms of any other agreement between the lessor and the lessee.

**UNIFORM CONTRACTS.** *Particulars and letters concerning the making and delivery of contracts.*

# UNOFFICIAL COPY ORIGINAL

**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 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 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 required 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 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 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 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 condemner 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.



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NON-UNIFORM COVENANTS. Borrower and Lender further agree that covenants and agreements set forth in this Agreement shall not be construed as follows:

Borrower shall promptly give lender written notice of any investigation, claim, demand, lawsuit or other action by any power of attorney agency or representative of private party involving the Property and any Hazardous Substance or environmental law of which Borrower has actual knowledge. If Borrower fails to act by any reasonable time after receipt of notice, Borrower shall take all remedial actions in accordance with Environmental Law regarding liability and/or removal of any Hazardous Substance or environmental hazard that may have been caused by Borrower's negligence, carelessness, or willful misconduct.

**20. Hazardsous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in violation of any Environmental Law. The preceding two sentences shall not apply to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to do, anything affecting the Property that is in violation of any Environmental Law.

**19. Scope of Notice Change of Loan Service.** The Notice of 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 resulting in a change in the entity holding the Note Service, shall not affect the Note and this Security Instrument. There also may be one or more changes in the Note Collectors monthly payment under the Note and this Security Instrument. 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 Remonstrate. If Borrower negotiates certain conditions, Borrower shall have the right to have an application of this Security Instrument disallowed in any time prior to the earlier of: (a) 5 days (or such other period as Borrower may specify for remonstrance) before a sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) forty (40) days after recording this Security Instrument. Those conditions are as follows:

If Leander exceeded his own opinion, Leander shall give Borrower notice of acceleration, the notice shall provide a period of 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 or 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. The transfer of the **Property of a Beneficial Interest in Borrower**, if it is part of any security instrument, 18. Borrower's copy, borrower shall be given one contumely copy of the Note and of this security instrument, 19. without loss or detriment, to lender's prior written consent, at its option, to require immediate payment in full of all sums secured by this Note. However, this option shall not be exercised by lender if exercise is prohibited by federal law as of the date of this instrument.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision of this Security Instrument or the Note are declared to be severable,

**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 exceeds the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any such loan charge will be treated as a partial prepayment without being paid in full under the Note.

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→ **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 recordation costs.

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

**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))

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [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:

William T. Glennon

(Seal)  
-Borrower

WILLIAM T. GLENNON

330-60-3147

Stephanie L. Glennon

(Seal)  
-Borrower

STEPHANIE L. GLENNON

330-62-8947

(Seal)  
-Borrower

(Seal)  
-Borrower

[Space Below This Line re Acknowledgment]

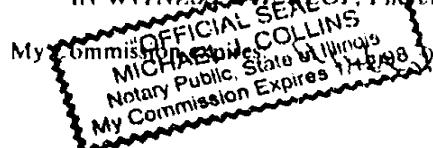
STATE OF ILLINOIS,

County ss:

On this, the 14TH day of OCTOBER, before me, the subscriber, the undersigned officer, personally appeared WILLIAM T. GLENNON AND STEPHANIE L. GLENNON

known to me (or satisfactorily proven) to be the person(s) whose name ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Michael B. Collins

TITLE OF OFFICER

9489287



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Property of Cook County Clerk's Office

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LEGAL DESCRIPTION:

LOT 41 IN ARLINGTON COURT SUBDIVISION, BEING A RESUBDIVISION OF LOT 6, TOGETHER WITH PARTS OF LOTS 5 AND 7 IN A.T. MCINTOSH'S ARLINGTON HEIGHTS FARMS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT OF SAID SUBDIVISION RECORDED JANUARY 11, 1961, AS DOCUMENT NUMBER 18059112 IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

TAX# 03-28-302-079

Property of Cook County Clerk's Office