

PREPARED BY:
CATHERINE HUNT
ARLINGTON HEIGHTS, IL 60004

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RECORD AND RETURN TO:

COMERICA MORTGAGE CORPORATION
OAKTEC OFFICE CENTER - 7474
DETROIT, MICHIGAN 48275-7474

34041937

[Space Above This Line For Recording Data]

MORTGAGE

3470309

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 30, 1993** by **WILLIAM D. COLLINS** and **P. SHAWN DONOHUE COLLINS, HUSBAND AND WIFE**

The mortgagor is

"Borrower"). This Security Instrument is given to **PRESIDENTIAL MORTGAGE COMPANY**

DEPT#1 RECORDING \$81.50
TM1993 TRAN 2800 01/13/94 10:11:00
#1307 11-00-00-04-04-1737
COOK COUNTY RECORDER

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **3285 N. ARLINGTON HEIGHTS RD., SUITE 204, ARLINGTON HEIGHTS, ILLINOIS 60004**. Lender ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY FIVE THOUSAND SIX HUNDRED AND **00/100** Dollars (U.S. \$ **155,600.00**).

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 **JANUARY 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 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:

LOTS 20, 21 AND 22 IN BLOCK 2 IN WESTVIEW ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION OF THE EAST 805.9 FEET OF THE NORTH 405.9 FEET OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 42, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of **116 CHESTNUT, ARLINGTON HEIGHTS**, **Illinois** **60005**, **Zip Code** **60005**.

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

GRILL 1011

VMP MORTGAGE FORMS - 101012005-D100 - (800)821-7281

DPS 1088

Form 3014 9/80,

Inside **11/11/01**

3150

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more of the actions set forth above within 10 days of the filing of notice.
This Security instrument, Lender may give Borrower a notice identifying the lien, Borrower shall notify the Lien or take one or this Security instrument, if Lender determines that any part of the Property is subject to a lien which may affect over enforcement of the lien; or (e) securites from the holder of the lien in agreement with Lender's authority to Lender's extraordinary power by, or demands against enforcement of the lien in, legal proceedings which in the lien in a manner acceptable to Lender's opinion to provide to the party to the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the Lien writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security instrument within three business days of the payment.

If Borrower makes these payments directly to Lender receiving this instrument, to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

In the event of default over this Security instrument, Lender shall pay the amount due to Lender under this paragraph which amounts in the number provided in paragraph 2, or if not paid in full pursuant, Borrower shall pay them on time directly which may affect over this Security instrument, and excepted payments of ground rents, if any. Borrower shall pay

4. Charges: Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

5. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraph

this Security instrument.

of the Property, shall apply any funds held by Lender in the time of acquisition or sale as a credit against the sum secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale upon payment in full of all sums secured by this Security instrument, Lender shall refund to Borrower any

surplus monthly payments, at Lender's sole discretion.

If the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender in any time is not sufficient to pay the Escrow items when due, Lender may acceptably Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower depth to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Without charge, in annual accounting of the Funds, also will credit and deposit to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, if in itself unusual shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service venting the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such payment. Lender, if any time, unless Lender holds Funds in an amount not to exceed the maximum a lender for a federally related mortgages, loans, collect and hold Funds in an amount not to exceed the maximum, called "Escrow items," the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," Lender may, if any time, collect and hold Funds in an amount not to exceed the maximum a lender for a federally related mortgages, if any; and (d) any sum payable by Borrower to Lender, in accordance with it any; (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments and assessments which may affect over this Security instrument as a lien on the Property; (a) yearly taxes 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 2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Prepayments and Interest: Prepayments and Late Charges, Borrower shall promptly pay when due the

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

variations by jurisdiction to constitute a uniform instrument security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

instrument. All of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all appurtelements, and

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payments may no longer be required by the interest of Lender, if a mortgage insurance premium (in the amount and for the period that Lender requires) provided by an insurer approved by Lender against losses applicable and in effect, 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 or 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.

DPS 1082
Form 3014 8/80

[Signature]

DRILL 10201

CC 104

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Form 301A
Date 8/80
DPA 1001

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AMERICAN BANKERS ASSOCIATION

be in effect, Lender will receive, use and retain any payments as a loss recoverable in the event of nonpayment by Borrower.
one-twelfth of the carryover insurance premium paid by Borrower when the insurance coverage is extended or carried to
such a liability until such time as it is no longer liable, Borrower shall pay to Lender such amount as is due under the
cost of short-term life insurance premiums provided in effect, from an otherwise insurable individual by Lender. If
such a coverage is included within the term "extended coverage" and any other insurance applicable to the premium
mortgage insurance coverage held by Lender for such purpose as to be in effect, Borrower shall pay the premium
insurance, Borrower shall pay the premium required to insure the amount in effect. If, for any reason, the
mortgage insurance coverage held by Lender ceases to be in effect, Lender may require him to make up
the difference in accordance with the terms of the original insurance contract.

date of disbursement in the Note rate and such be payable, with interest, upon notice from Lender to Borrower remaining
deemed just compensation. Unless Borrower and Lender agree to otherwise certain of payments, those amounts shall occur later than the
day immediately preceding the day Lender sends this paragraph to the Borrower concerned by him

7. Lender does not have to do so,
covenants and obligations on the Property to make repairs. Although Lender may take action under his power
unless paid by him which has priority over this security interest, he may pay
by his own discretion if necessary to protect the value of the Property and Lender's security, Lender, under
proceeding in bankruptcy, probable, for consideration or for failure to follow law or regulation, then Lender may do
the necessary liquidation, or there is a legal proceeding that may significantly affect Lender's rights in the Property (and in
any assignments disposed by Lender under this paragraph) to him and his successors and assigns

7. Protection of Lender's Rights in the Property, If Borrower fails to make such payment to the mortgagee in writing,
borrowed, Borrower shall comply with the provisions of the Note, if necessary to the Property, the
to, representations concerning Borrower's occupancy of the Property as principal residence, if this security interest is on a
to provide Lender with an undivided ownership interest in common with the Note, including, but not limited
Borrower, during the loan period by this security interest to Lender's security interest, Borrower shall also be entitled to
removal of the loan created by this security interest to Lender's security interest or to Lender (or Lender
that, in Lender's good faith determination, provides for payment of the Borrower's interest in the Property or other interests
equity in a default and cause, as provided in paragraph 8, by causing the action of proceeding to be discontinued with a resulting
Property to otherwise adequately insure the loan created by this security interest, Borrower may
action of proceeding, whether or not caused by Lender, a assign that in default of any foreclosure of this
Property, allow the Property to deteriorate, or commit waste on the Property, damage or injure
extinguishing encumbrances except which are beyond Borrower's control, Borrower shall not destroy, or utilize
the date of occupancy, unless Lender gives written notice, which can be reasonably withheld, or unless
such encumbrance terminates and such cause to occupy the Property is removed, Borrower shall not affect the
Borrower shall occupy, except, as in the case of the Property is Borrower's principal residence for at least one year after
borrower

6. Occupancy, Pre-emption, Affirmative and Protection of the Property, Loan Application Lender,
immediately prior to the fulfillment:

damage to the Property, prior to the acquisition and prior to the extent of the sum received by this security interest from
under paragraph 2, if the Property is occupied by Lender, Borrower's right to any insurance policies and proceeds resulting from
possession the date of, or the monthly payments referred to in paragraph 1 and 2 or change due application of the property to
Lender, Lender and Borrower otherwise agree in writing, any application of proceeds to Lender shall not extend or
caused by this security interest, whether or not then due, the 30-day period will begin when the notice is given.

Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay him
Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then
caused by this security interest, whether or not then due, with any excess paid to Borrower, if Borrower abandons the
report is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum
Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the restoration of
Lender Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair of the
Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall give prompt notice to the insurance carrier and Lender,
paid premiums and renewals notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender,
shall have the right to hold the policies and renewals, if Lender receives shall promptly give Lender all receipts of
insurance policies and renewals shall be applied to repair of the Property in accordance with paragraph 7.

option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

which shall not be unreasonably withheld. If Borrower fails to maintain coverage declared above, Lender may, at Lender's

that Lender requires, the insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval

of flood, for which Lender carries insurance. This insurance shall be maintained in the amounts and for the periods

Property insured loss by fire, hazards included within the term "extended coverage" and any other hazard, including

losses or damage, for which Lender carries insurance. This insurance shall be maintained in the amounts and for the periods

of flood, for which Lender carries insurance. This insurance shall be maintained in the amounts and for the periods

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or 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 Lender's prior written consent, Lender may, 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 exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not create 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 Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammables, or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to 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 without charge 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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DPS 1094
Form 3014 0/90

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"OFFICIAL SEAL"
Andrew P. Maggio, Jr.
Notary Public, State of Illinois
Commission Expires 7/2/2010
#6RIL11921210, #00000000000000000000

This instrument was prepared by:

My Commission Expires:

Cleve under my hand and official seal, this 30 day of October 1993, signed and delivered the said instrument to THEIR free and voluntary act, for the uses and purposes herein set forth, and acknowledged to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS, COOK COUNTY, WILLIAM D. COLLINS, HUSBAND AND WIFE
, a Notary Public in and for said county etc. do hereby certify
that WILLIAM D. COLLINS AND P. SHAWN DONOHUE COLLINS, HUSBAND AND WIFE
County of:

-Borrower
(Seal)

-Borrower
(Seal)

P. SHAWN DONOHUE COLLINS
William D. Collins (Signature)
WILLIAM D. COLLINS
(Signature)
WILLIAM D. COLLINS (Seal)

in my order(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and

- If check applicable checked
- Admitted Rider
 - Conditional Rider
 - Family Rider
 - Standard Rider
 - Standard Payment Rider
 - Standard Term Rider
 - Second Home Rider
 - Special Rider

24. Riders to this Security Instrument, if one or more riders is executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall bind all subsequent agreements and understandings of the parties hereto as if the rider(s) were a part of this Security Instrument.

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