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WHEN RECORDED MAIL TO:

JAMES ADAMS
Household Bank, F.A.C.

100 MILLION Drive
Wood Dale, IL 60191
LOAN NUMBER: 5199443



9 12 00 00 00 00
M255300

: DEPT-01 RECORDING \$31.00
: T00016 TRAN 1143 03/21/94 14101100
: 69243 * 24--255300
: COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH ELETH , 1994

the mortgagor is JAMES J. DONNELLY AND CAROL DONNELLY, HIS WIFE

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

Household Bank, F.A.C., which is organized and existing under the laws of UNITED STATES, and whose address is 100 MILLION Drive, Wood Dale, IL 60191

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

EIGHTY THOUSAND AND NO/100 Dollars (U.S. \$ 80,000.00). 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

APRIL ELETH, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois

LOT 109 IN SPRING COVE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 1W, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER 07-28-400-12

3100

which has the address of 579 SANDPiper DRIVE
[Street]

SCHAUMBURG
[City]

Illinois 60193
[Zip Code] ("Property Address")

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
03/01/94 (2020)

MFL 3112 - 04/92

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc.
Tel: 800-639-0303 | Fax: 847-781-1151

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U.S. GOVERNMENT PRINTING OFFICE: 1934 6-1000-900-0000 : G-1000-900-0000

(2026) 270710 KBTU

3. **Fire and/or Property Damage.** Borrower shall keep the improvements now existing or hereafter erected on the sum insured free from damage due to fire or to smoke or to water damage or to the freezing of pipes;

However, such pronouns directly describe only the which is Security function unique to borrowing; (a) describes the binding of the security function of the loan to the security function of the loan.

4. Changes: Listen, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property which may then be held by the Security instrument, and acknowledge payment to the lender.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied; first, to any prepayment charges due under the Note; secondly, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

If the Funds held by Lender exceed the amount deposited with us held by applicable law, Lender shall account to us for the excess funds held by Lender, less amounts deposited with us.

The funds shall be held in an account which takes into account the needs of the community, the needs of the individual, and the needs of the organization. The funds shall be used for the benefit of the community, the individual, and the organization. The funds shall be used for the benefit of the community, the individual, and the organization.

1. **Assignment of Partnership and Interests; 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. **Borrower for Texas and Louisiana.** 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 affect the Note, (b) yearly legal fees, (c) yearly hazard or property insurance premiums, (d) yearly fixed sum payable within twelve months of the first year, (e) yearly maintenance premiums, (f) yearly maintenance of ground rents on the property, if any; and (g) yearly maintenance premiums of property instruments. (b) yearly legal fees and assessments which may affect the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly

3. **Funds for Texas and Louisiana.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender for Texas and Louisiana, (a) yearly maintenance premiums of property instruments, (b) yearly

THIS SIGHT IS FOR INFORMATION ONLY AND IS NOT AN OFFER TO SELL OR PURCHASE ANY SECURITY.

and information of record.

HOKHOOWH GOV'NANTS that Hottower is lawfully related of who the said hereby conveyed and has the right to

(C) WHETHER WITH ALL THE INVESTMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EQUIPMENT, APPURTENANCES, AND FIXTURES NOW OR HERAFTER A PART OF THE PROPERTY, ALL REPAIRS, MAINTENANCE AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY AND INSURANCE.

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by curing 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 foreclosure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

B. 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

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960-300-000 | FAX 960-1111
■ 1000 ELMWOOD AVENUE, LAGUNA

170281-116701-N3218

18. Borrower's Right to Reinstatate. If Borrower recycles 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

11. Lender exercises this option, Lender 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 in full. Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand of Borrower.

Borrower shall be given one copy of the Note and of this Security Instrument.

13. Governing Law: Notwithstanding anything contained in this Note which purports to the contrary, the law of the State in which the Property is located, in the event that any provision of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note except to the extent necessary to give effect to the provisions of this Note.

manufacturing it by their own unique methods now requires use of another method. The outcome shall be directed to die proprietor's address Borrower designates by notice to Lender. Any notice given by Lender to Lender's address mail to Lender's address shall be deemed to have been given to Borrower or Lender. Any notice provided for in this paragraph

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 interests of the loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge which is reduced by the amount necessary to reduce the loan to the permitted limits, and (b) any sum already collected to an amount which exceeds the permitted limits will be charged to the permitted limit and (c) any sum already collected to an amount which exceeds the Note or by making a direct payment to Borrower. Lender may choose to make this reduction by reducing the Note or by making a direct payment to Borrower, if it reduces principal, the reduction will be treated as a partial prepayment under the Note.

12. Successors and Assigns Clause; Joint and Several Liability; Co-signers. The co-venants 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 Role: (a) is co-signing this Security instrument only to mortgagee, small and convey that sums secured by this Security instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, or make any accommodations with regard to the terms of this Security instrument or the Note without due notice or consent of Lender.

11. Borrower's Right of Release: Forbearance by Lender Not a Waiver. Extension of the time for payment or acceleration of the monthly payments referred to in paragraphs 1 and 2 of clause 11 of the note shall not be a waiver of or preclude the exercise of any right or remedy.

An award of costs to settle a claim for damages, however timely to respond to a demand within 30 days after the notice is given, is undivided in collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sum secured by this Security instrument, whether or not due.

If the Property is abandoned by Thorower, or if, after notice by Lender to Thorower that the condominium offers to make arrangements and pay all expenses and taxes, Thorower fails to do so within ten days after such notice, Lender may, at its option, either sell the Property or cause it to be sold, or may otherwise dispose of the Property.

In the event of a loss due to the robbery, the insurance company will pay the excess paid to Borrowser. In the event of a partial robbery in which the fair market value of the property immediately before the taking is equal to or greater than the amount of the sum secured by the surety, but less than the amount of the sum received by Borrowser before the taking, unless Borrowser and Lender otherwise agree in writing or unless specifically provided in the policy, the amount of the sum received by Borrowser will be paid to Borrowser, and the amount of the sum received by Lender will be paid to Lender.

any condensate and shall be paid to [redacted]

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applicable law may specify for reinstatement) before sale of the Property pursuant to my 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 cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property in small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

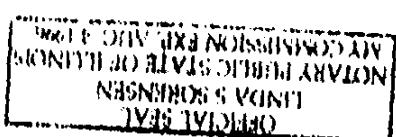
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 1014-9/90/1990 (4/9/98)

REV. 1-29-94 (1990)



100 MILLION DOLLARS, Rockford, IL 61191

(Address)

(Name)

Bank of America

This instrument was prepared by

Notary Public

Given under my hand and affixed seal, this 11th day of March, 1994.

for the

and delivered the said instrument as the free and voluntary act, for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

the person(s) known to me to be the same person(s) whose name(s) are

do hereby certify that JAMES J. DONNELLY AND CAROL DONNELLY, his wife,
, a Notary Public in and for said county and state,

UNDERTAKING

County ss:

DU PAGE

STATE OF ILLINOIS.

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

Witness:

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this
Security instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) (specify)



Balloon Rider



Rate Improvement Rider



Second Home Rider



Graduated Payment Rider



Planned Unit Development Rider



Biweekly Payment Rider



Condominium Rider



1-A Family Rider



Adjustable Rate Rider

Instrument (Check applicable box(es))

This Security instrument the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of 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 instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
instrument.