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ILLINOIS Mortgage Lenders' Guaranty Fund
Guaranty Fund
Form 3014 (Rev. 1/90) Page 1 of 3 pages

ILLINOIS Mortgage Lenders' Guaranty Fund
Guaranty Fund
Form 3014 (Rev. 1/90) Page 1 of 3 pages

93037165

Illinois (Mortgage Lender) 601 to 604 to (Property Address), (City/Town)

EMMONT, ILLINOIS

which has the address of 911 WOODCREST LANE

92568585
94291410

Handwritten notes:
94291410
93 JUL 22 AM 10:47
COOK COUNTY, ILLINOIS
FILED FOR RECORD

01416246
94291410
93 JUL 22 AM 10:47
COOK COUNTY, ILLINOIS
FILED FOR RECORD

LOT 27 IN ORDINARY ESTATES, BEING A SUBDIVISION IN THE WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 17 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

One Hundred Forty Thousand and no/100 Dollars (\$140,000.00). 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 August 1, 1998. 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 performance of Borrower's obligations advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's obligations 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:

(Lender): Borrower owes Lender the principal sum of (\$140,000.00). This Security Instrument is given to LAMINGTON FINANCIAL CORPORATION, A CALIFORNIA CORPORATION, which is organized and existing under the laws of THE STATE OF CALIFORNIA, and whose address is 525 MARKET STREET, NINTH FLOOR, SAN FRANCISCO, CALIFORNIA 94105.

(Borrower): This Security Instrument is given to LAMINGTON FINANCIAL CORPORATION, A CALIFORNIA CORPORATION, which is organized and existing under the laws of THE STATE OF CALIFORNIA, and whose address is 525 MARKET STREET, NINTH FLOOR, SAN FRANCISCO, CALIFORNIA 94105. THE MORTGAGE ("Security Instrument") is given on July 20th, 1993 by PETER J. BRUCHTEN AND KELLY J. BRUCHTEN, HIS WIFE.

MORTGAGE

REFERENCE # 5901590 [square above this line for Recording Date]

Handwritten: 05 09 349 33

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93 JUL 22 AM 10:47

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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WHEN RECORDED MAIL TO

BOX 333-7H

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7440023-05 242

Property insured against losses by fire, hazards, and other perils within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

5. Hazard in Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against losses by fire, hazards, and other perils within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

4. Charges, Fees. Borrower shall pay all taxes, charges, assessments, charges, fines and impositions, and all other charges, fees, and impositions, and shall pay the same in full, together with interest, when due, and first, to any later charge than under the Note.

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, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and fifth, to any 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 the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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.

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10. Underwriting. The proceeds of any award or claim for damages, direct or consequential, in connection with this policy shall be paid to the insured or its agent for the use of the insured for the purpose of the policy.

11. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property, and shall

12. Insurance. Lender may make proof of loss if not made promptly by Borrower. Lender may make proof of loss if not made promptly by Borrower. Lender may make proof of loss if not made promptly by Borrower.

13. Assignment of Proceeds. Lender shall be deemed to have assigned to itself all rights in the proceeds of this policy.

14. Waiver of Subrogation. Lender waives its right of subrogation against the insured and any other person or entity.

15. Severability. If any provision of this policy is held to be unenforceable, the remaining provisions shall nevertheless remain enforceable.

16. Entire Agreement. This policy constitutes the entire agreement between the parties.

17. Governing Law. This policy shall be governed by the laws of the State of New York.

18. Notices. Notices to the insured shall be given at the address set forth in this policy.

19. Amendments. No amendments shall be made to this policy without the written consent of the insurer.

20. Reinstatement. The insured may apply to the insurer for reinstatement of this policy.

21. Cancellation. This policy may be cancelled by either party upon written notice.

22. Non-Assignment. This policy is non-assignable and shall remain in full force and effect.

23. Waiver of Right of Redemption. Lender waives its right of redemption against the insured.

24. Waiver of Right of Deficiency Judgment. Lender waives its right to a deficiency judgment.

25. Waiver of Right of Foreclosure. Lender waives its right to foreclose against the insured.

26. Waiver of Right of Setoff. Lender waives its right of setoff against the insured.

27. Waiver of Right of Attachment. Lender waives its right of attachment against the insured.

28. Waiver of Right of Execution. Lender waives its right of execution against the insured.

29. Waiver of Right of Receivership. Lender waives its right of receivership against the insured.

30. Waiver of Right of Appointment. Lender waives its right of appointment against the insured.

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18. Borrower's Right to Refinance. If Borrower receives notice of acceleration, Borrower shall have the right to have this Security Instrument terminated...

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...

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

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...

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...

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...

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be binding on the successors and assigns of Lender and Borrower...

11. Borrower's Waiver; Extension of the Term; Extension of the Term for Payment or Prepayment. Lender and Borrower 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...

10. Lender's Remedies. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation 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...

9. Condemnation or Other Taking of the Property. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing...

8. Condemnation or Other Taking of the Property. In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing...

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Property of [Organization]

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 such as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchanged; (d) 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. **Site of Note; Change of Lender.** 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 "Lender") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lender. If there is a change of the Lender, the note will be given written notice of the change in accordance with paragraph 14 above and applicable law. The note will state the name and address of the new Lender and the address to which payments should be made. The note 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 a 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 use 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 has actual knowledge, 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 solvents, pesticides, herbicides, fungicides, 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.

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 action required to cure the default; 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 in acceleration and require immediate payment in full of all sums secured by this Security Instrument without further demand and may, to enforce 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 litigation.

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 recording costs.

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

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

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Form 3014 (Rev. 11/14) (page 6 of 6 pages)
 First State Business Forms, Inc.
 11400 Old Orchard Road, Newark, DE 19702

OFFICIAL
 Beverly H. Hill
 Notary Public, State of Illinois
 My Commission Expires 11/15/2014

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94291410

This instrument was prepared by _____
 Name: _____
 Address: _____

My Commission expires _____

Given under my hand and official seal, this _____ day of _____, 20____

and delivered the said instrument as _____

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

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

do hereby certify that _____

_____ a Notary Public in and for said county and state, _____

County ss: _____

(Seal)
 Borrower

(Seal)
 Borrower

(Seal)
 Borrower

(Seal)
 Borrower

Kathy J. Richter
 KATHY J. RICHTER
 Witness

Peter J. Becken
 PETER J. BECKEN
 Witness

Witness _____

Security Instrument and in any riders) executed by Borrower and recorded with it.

BY SIGNING HEREON, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this

BY SIGNING HEREON, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any riders) executed by Borrower and recorded with it.	
Adaptable Rate Rider	<input type="checkbox"/>
Enhanced Payment Rider	<input type="checkbox"/>
Fixed Rate Development Rider	<input type="checkbox"/>
Rate Improvement Rider	<input checked="" type="checkbox"/>
1-4 Family Rider	<input type="checkbox"/>
Weekly Payment Rider	<input type="checkbox"/>
Second Home Rider	<input type="checkbox"/>

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 boxes)

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(CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this 20th day of July, 19 93, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

HAMILTON FINANCIAL CORPORATION, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at 911 WOODCREST LANE, LEMON, CA 90743 (Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to August 1, 2023 (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Modification and Extension Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the Modified Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 7-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Modified Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Note is fully paid.

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Modification and Extension Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Modification and Extension Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed Modified Note Rate based upon the Federal Home Loan Mortgage Corporation's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Note Maturity Date the Note Holder will advise me of the new interest rate (the Modified Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required Note Rate modification and Note Maturity Date extension. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Modification and Extension Option, including but not limited to the cost of updating the title insurance policy.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

PETER J. BERCHTEN

(Seal)
Borrower

KELLY J. BERCHTEN

(Seal)
Borrower

(Seal)
Borrower

[Sign Original Only]

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