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lath the less by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) continues in good faith the promissory discharge any lien which has priority over this Security Instrument unless Borrower (a)

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing under this paragraph to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid on time directly to the person owed payment. Borrower shall pay in full in that manner, Borrower shall pay whom pays these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay whom pays the property which may claim priority over this Security Instrument, and leasehold payments of ground rents; (ii) any Borrower

paragraph 2; (iii), to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under

any Fund held by Lender; (f), under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition

of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit to the acquisition

any Fund held by Lender by this Security Instrument;

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

no more than twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

any sum which each debti to the Funds as made. The Funds are pledged as additional security for all sums secured by this Security

Instrument, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose

given to Borrower, and Lender may agree in writing however, that interest shall be paid on the Funds, Lender shall

on the Funds. Borrower and Lender may agree to pay Borrower any interest of earnings is made of applicable law requires to be paid, Lender shall not be required to pay Borrower in writing, and, in such case

for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender is

less than twelve monthly payments, Lender shall account to Borrower in accordance with this Note, unless applicable law

permits, or requiring the Escrow items, unless Lender may not charge Borrower interest on the Funds and applicable law permits Lender

to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate

account, or recording the Escrow items, unless Lender may not charge Borrower for holding and applying the Funds, annually, analyzing the escrow

pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually, analyzing the escrow

including Lender, if Lender is such an entity or in any Federal Home Loan Bank Lender shall apply the Funds to

(including Lender, if Lender is such an institution which is insured by a federal agency, multilaterally, or entirely

The Funds shall be held in an institution whose deposits are insured by a federal agency, multilaterally, or entirely

reasonable amounts of Escrow items or otherwise in accordance with applicable law

amount not to exceed the lesser amount Lender may estimate the amount of Funds due on the basis of current data and

another law that applies to the Funds, less a lesser amount, if so, Lender may collect and hold Funds in an

Escrow Settlement Procedures Act of 1974 is amended from time to time, 12 U.S.C. § 2601 et seq., ("RESPA"), unless

amount a Lender for a federal, related mortgage loan may require for Borrower's account under the federal Real

items are called "Escrow items", Lender may collect and hold Funds in an amount not to exceed the maximum

to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These

to Lender, or insurance premiums, if any, (i.e., yearly mortgage insurance premiums, if any); and (ii) any sums payable by Borrower

to Lender for a payment, or record rents on the Property, if any; (e) yearly hazard or property insurance premiums, if any; (d) yearly leasehold payments, taxes and assessments which may claim priority over this Security instrument as a lien on the Property; (b) yearly

(c) yearly taxes and assessments which may claim priority over this Security instrument as a sum ("Funds"), for

pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), for

2. Funds for Taxes and Insurance. Subject to applicable law and demand and late charges due under the Note,

Borrower shall pay to Lender and Lender will receive the Note and any prepayment and late charges due under the Note,

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

## UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Variations by jurisdiction to constitute a uniform covenant instrument covering real property.

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

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

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

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. All replacements and additions shall also be covered by this Security

and fixtures now or hereafter a part of the property. All replacements on the property, and all easements, appurtenances,

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prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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



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[3. Loan Charge]. If the loan secured by this Security Interest is unpaid at the date of maturity of such loan charges collected or to be collected in connection with such loan or interest or other loans charged to it in law which secures such loan payment to Borrower in a refund reduees principal, the reduction will be treated as a partial prepayment in accordance with Note a direct payment to Borrower if a refund reduees principal, the reduction will be treated as a partial prepayment in accordance with Note a direct payment to Borrower. Under this clause to make this refund by reducing the principal accrued under the Note or by making be refunded to Borrower. Under this clause to make this refund by reducing the principal accrued under the Note or by making

12. Successors and Assigns Bound: Joint And Several Liability; Co-signers. The covenants and agreements of this 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 instrument but does not execute the Note: (a) is co-signing this Securitry instrument only to mortgage, than and certify that sums secured by this Securitry instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, or renew or make any accommodations with regard to the terms of this Securitry instrument or the Note without Lender's

any condemednation or action taking of any part of the Property, or for conveyance in lieu of condemednation, are hereby assinged and shall be paid to [REDACTED]

9. **Lender shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.** Lender or its agent may make reASONABLE ENTRIES UPON AND INSPECTIONS OF THE PROPERTY.

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**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.

**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 these 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 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 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 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.





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PERMANENT INDEX #: 07-16-119-012-0000

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ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 1979 AS DOCUMENT NO. 25163455.  
PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, IN COOK COUNTY, ILLINOIS,  
NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD  
LOT 19 IN BLOCK 7 IN HOFFMAN HILLS UNIT 2, BEING A SUBDIVISION OF PART OF THE

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office