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RECORD AND RETURN TO:
PRISM MORTGAGE COMPANY

500 SKOKIE BOULEVARD-SUITE 100
NORTHBROOK, ILLINOIS 60062

Prepared by:
PRISM MORTGAGE COMPANY
NORTHBROOK, IL 60062

- DEPT-01 RECORDING \$31.50
- T#2222 TRAN 6902 10/05/95 14:54:00
- #2809 + LC *-95-677231
- COOK COUNTY RECORDER

776036

A.T.G.F.
BOX 37Q

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 29, 1995** . The mortgagor is
VINCENT E. NUGENT
AND MARJORIE M. NUGENT, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
PRISM MORTGAGE COMPANY

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **500 SKOKIE BOULEVARD-SUITE 100**
NORTHBROOK, ILLINOIS 60062 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY THOUSAND AND 00/100

Dollars (U.S. \$ 120,000.00)

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 **OCTOBER 1, 2025**.
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 11 AND 12 IN BLOCK 1 IN HARRY A. ROTH AND COMPANY'S BROADVIEW HEIGHTS BEING A SUBDIVISION OF THAT PART OF THE NORTH WEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF EAST PRAIRIE ROAD IN COOK COUNTY, ILLINOIS.

10-23-108-046-0000

which has the address of **8743 NORTH MONTICELLO , SKOKIE**
Illinois **60076** Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91

VRM (IL) 104051
VMP MORTGAGE FORMS - (800) 821-7291
Page 1 of 6 Initials: *VET* *NNJ*

Street, City ,

*3150
BBF*
DPS 1089

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Digitized by srujanika@gmail.com

George F. Jones

Borrower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in writing to the lien being subordinate to the obligation secured by 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

4. Charges; Lenses, Borrower shall pay all taxes, excisements, charges, dues and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay the principal provided in paragraph 2, or if not paid in full in arrears, Borrower shall pay them on demand.

! and 2 shall be applied; first, to any preparatory charges due under the Note; second, to amounts payable under paragraphs 1 and 2, to interest due; fourth, to any principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by this Security Instrument.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of this Agreement.

The Funds shall be held in an escrow account whose depositors are insured by a Federal agency, intermediately, or directly (including Leader, if Leader is such an institution) or in any Federally-Loaned Bank. Leader shall apply the Funds to pay the Escrow fees. Leader may not charge Borrower for holding and applying the Funds, normally stabilizing the escrow account, or verifying the Escrow items, unless Leader pays Escrow interest on the Funds and applies the Funds to make such a charge. However, Leader may not charge Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless a applicable law provides otherwise. Unless an agreement is made or applicable law requires Leader to be paid, Leader shall be required to pay Borrower any interest or earnings on the Funds. Borrower and Leader may agree to pay Leader a fee for services in writing, however, this fee shall be paid on the Funds. Leader shall give to Borrower, without charge, an annual accounting of the Funds, showing costs and debts to the Funds and the purpose for which each debt is to the Funds was made. The Funds are pledged as additional security, for all sums secured by this Security Instrument.

Beckerow [1998] describes the circumstances in which rules on the basis of current data and reasonable estimates of expenditures of future

Lender or the day nonfully payable are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly interest and assessments which may accrue on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly homeowners insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph c, in lieu of the payment of mortgage insurance premiums. These items are called "Fees". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a deficiency judgment may require for collection of a debt, unless another law applies. 1974 is amended from time to time, as may be necessary to make it conform to the Federal Real Estate Settlement Procedures Act of 1974, as amended, [or, so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, plus a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, less the amount of certain delinquent taxes and assessments which may accrue on the basis of the lesser amount.]

principals of and interfere at the debt evidenced by the Note and any payment and late charges due under the Note.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

THIS SECURITY INSTRUMENT combines uniform convenants for national use and non-uniform convenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 vested of the estate hereby conveyed and has the right to mortgage.

Buyer(s) now or hereafter a part of this property. All improvements and additions shall also be covered by this Security

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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.

5. 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 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 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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

13. Loan charges, if the loan secured by title 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 loan to the permitted limits, and (b) any sums already collected or to be collected in connection with the loan may be reduced 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 premium or charge under the Note.

12. Successors and Severability; 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 insureage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument or the Note; and (b) is not personally liable for any accommodations with regard to the terms of this Security Instrument or the Note without the Lender's consent.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 sum secured by this Security Instrument, whether or not it is due.

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 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 fair market value of the Property taken.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspection. Leader or his agent may make reasonable entries upon and inspections of the Property. Leader shall give Borrower notice at the time of or prior to an inspection specifically reserving cause for the inspection.

obtain coverage subsequently equivalent to the mortgage previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage previously in effect, from an alternate mortgage insurer approved by Lender.

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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.

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

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Page 6 of 6

ILLINOIS STATE BAR ASSOCIATION

[Handwritten Signature]

Given under my hand and official seal, this
29th day of September, 1995.

Subscribed 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)

Signed and delivered the said instrument as **THEIR**
free and voluntary act, for the uses and purposes herein set forth.

My Commission Expires: **12/31/2001**

NOTARY PUBLIC
STATE OF ILLINOIS
SUSAN M. HALL RICHTER
NOTARY PUBLIC
EXPIRES 12/31/2001

[Handwritten Signature]

IN THE COUNTY OF **COOK**, STATE OF ILLINOIS,

I, **MARY SCHAFER**, COOK COUNTY CLERK, do hereby certify
that VINCENT E. NUGENT AND MARJORIE M. NUGENT, HUSBAND AND WIFE,
, Notary Public in and for said county and state, do hereby certify

-Borrower
(Seal)

[Handwritten Signature]

MARJORIE M. NUGENT
VINCENT E. NUGENT

-Borrower
(Seal)

[Handwritten Signature]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in any order(s) executed by Borrower and recorded with it.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement
the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable box(es))

Adjustable Rate Rider
 Condominium Rider
 1-4 Family Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) [Specify]
 V.A. Rider
 Balloon Rider
 Graduate Payment Rider

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

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.

21. Injunctioning. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
proceeding before the date specified in the note, Lender, at its option, may require immediate payment in full of all sums
non-default or a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on
information Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The note shall further
(d) that failure to cure the default or before the date specified in the note may result in acceleration of the sum
(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
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;