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PREPARED BY AND THEN RECORDED WITH...  
**UNOFFICIAL COPY**  
PREMIER HOME FINANCING, INC.  
1315 W. 22ND ST. - SUITE 100  
OAK BROOK, IL 60521  
93664047  
93879015

\*\*\*THIS DOCUMENT IS BEING RE-RECORDED TO REFLECT CORRECTION TO LEGAL DESCRIPTION

Please Above This Line For Recording Data

**MORTGAGE**

Loan # 8284580  
DEPT-01 RECORDING 871.80  
740000 TRAM 275 08/20/93 14186100  
83412 8 00-03-464047  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on August 17, 1993. The mortgagor is JAY G. TRAFLETTER and PEGGY B. TRAFLETTER, his wife

("Borrower"). This Security Instrument is given to Premier Home Financing, Inc.

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 1315 West 22nd Street Oak Brook, Illinois 60521

(\$100,000.00) Borrower owes Lender the principal sum of One Hundred Thousand and 00/100 Dollars (US \$ 100,000.00)

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 September 1, 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, which are due 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:

THE NORTH 1/2 PART OF LOT 20 IN ROBERT'S FARMS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

03-20-103-007



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which has the address of 171 S. FORTENT (Property Address) 100000000 (Sheet 1 of 1)

COOK COUNTY SINGLE FAMILY RESIDENTIAL MORTGAGE INSTRUMENT... Form 3016 8-90 Approved 8-91

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TOGETHER WITH all the improvements now or hereafter created in the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER'S COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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.

2. **Funds for Taxes and Insurance.** 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 attach priority over this Security Instrument on a lien on the Property; (b) yearly household payments or ground rent on the Property, if any; (c) yearly household property insurance premiums; (d) yearly third insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2603 or any "RESPA", unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally or entity (including Lender), if Law or in such an institution or in any Federal Home Loan Bank Act or shall apply the Funds to pay the Escrow Items. Lender may, at any time, charge Borrower for holding and applying the Funds, and all, including the escrow account, of verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law prevents Lender to make such a charge. However, Lender may require Borrower to pay a new fee charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement in writing or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or cash gifts on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. The Funds are pledged as additional security for all loans secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all loans 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 loans secured by this Security Instrument.

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 paragraph 2 third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

4. **Charges, Fees.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach priority over this Security Instrument, and household payments or ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower, at agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, the contents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the entire release 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 attach 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.

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payments may not be required... the provisions required to maintain mortgage insurance... insurance ends in accordance with any written agreement...

10. Condemnation. The proceeds of any award in claim for damages... shall be paid to Lender.

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

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...

11. Borrower Not Released; Forfeiture. Lender shall not be required to release the liability of the original Borrower... Any forbearance by Lender in exercise of right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Borrower's Obligations. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower... make any accommodations with regard to the terms of this Security Instrument...

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 as that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits...

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing... or any other address Borrower designates by notice to Lender.

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...

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

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SECRET

Form 2014 8-00  
JSTY

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14. 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 box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V A Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)
- 1st Priority Rider
- Biweekly Payment Rider
- Second Home Rider

9386477

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

Witnesses:

JAY Q. TRAPELNER (Seal)

PROUD P. TRAPELNER (Seal)

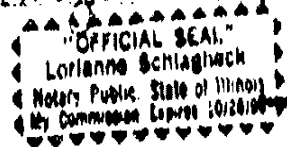
(Seal) Borrower

STATE OF ILLINOIS, COOK County ss. I, a Notary Public in and for said county, and state do hereby certify that the undersigned

JAY Q. TRAPELNER and PROUD P. TRAPELNER, his wife, personally known to me to be the same persons whose names I subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth (Given under my hand and official seal, this 12th day of August, 1991)

My Commission Expires

This instrument was prepared by VIDA ZINYUS



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MAR 13 1995

IDENTIFIED BY  
DEPT. OF REVENUE & COMM.  
OF ILLINOIS

93664047

*Josee White*

RECORDER OF DEEDS  
COOK COUNTY, ILL.

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RECORDED 03/17/98  
94462 \* FH \*-95-179  
COOK COUNTY RECORDER

R DEPT-01 RECORDING  
T#0001 TRAN 7406 03/17/98  
\*4462 \* FH \*-95-17  
COOK COUNTY RECORDER

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JESSE WHITE  
RECORDER OF DEEDS / REGISTRAR OF TORREN'S TITLES  
COOK COUNTY, ILLINOIS

CERTIFIED COPY  
OF A

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TO

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Record Book No. \_\_\_\_\_

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118 NORTH CLARK STREET • CHICAGO, ILLINOIS 60602-1007 • (312) 443-5050

FORM 78