

# **UNOFFICIAL COPY**

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Vol. 13, No. 1, Spring

On the opposite side, under the same roof, the other two sons of the same parents, the sons of the first wife, were born. The first son, the younger, was named John, and the second son, the elder, was named James. They were both born in the same month of January, and they were both born in the same year, which was the year of the birth of Jesus Christ.

DEPT-01 RECORDING T40000 TRAN 1298-04/10/95 15:32  
\$1691+CJ\*-95-2389 COOK COUNTY RECORDER

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**MORTGAGE Box 260**

**THIS MORTGAGE ("Security Instrument") is given on MARCH 31, 1995. The mortgagor is  
STEVEN C. LYTHE AND TERESA N. LYTHE MARRIED TO EACH OTHER**

**THE FIRST NATIONAL BANK OF CHICAGO**

**EIGHTY SIX THOUSAND & 00/100** ("Lender") Borrower owes Lender the principal sum of  
Dollars (U.S. \$ **86,000.00** ).

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 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 (a) to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

**SEE ATTACHED RIDER FOR LEGAL DESCRIPTION**

**REAL ESTATE TAX I.D. # 107-22-610-014**

**341 E. BEECH DRIVE, SCHAUMBURG, IL 60193** [Street, City, Zip Code] ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3016 9/90

VMP MORTGAGE FORMS • 100-121-1729

Page 1 of 6 Initials: D/PV Date: 03/06/2014

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10. The following table shows the number of hours worked by each employee in a company.

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(cont'd)

Borrower shall promptly discharge 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 good faith that the lien

is 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 detailing the lien. Borrower shall satisfy the lien or take one of more of the actions set forth above within 10 days of the giving of notice.

4. Charges: Lessee. Borrower shall pay all taxes, assessments, 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 those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the date already to the person owed payment. Borrower shall promptly furnish to Lender records evidencing the payments. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing the payments.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Jockey under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid by Jockey under paragraphs 1 and 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full or in part secured by the Security Instrument, Lender shall promptly return to Borrower any funds

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 applicable law. If the amount of the Funds held by Leader at any time is exceeded by Leader's sole discretion, Leader shall take up, the deficiency in no more than twelve months, as Leader's sole discretion.

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 prior to the Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly, garage 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 "Taxes". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgages loan may pay 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 2601 et seq. ("RESPA"). Lender makes this application to the Funds held by Lender may pay for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as estimated by the amount of Funds due on the basis of current data and reasonable estimate of expenditures of future Escrow fees or amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amend the amount of Funds held by Lender to the lesser of the amount of Funds held by Lender or the amount of Funds held by Lender may pay for Taxes and Insurance.

1. Payment of Principal and Interest; Premium and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any acceleration and late charges due under the Note.

UNIFORM COHENANTS. Borrower and Lender covenant and agree as follows:

**BORROWER COVENANTS** that Borrower is lawfully entitled to the entire 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 contains no provision for partition nor does it contain convenants with limited

INDEMNIFICATION will be made by the Insured to the Company in respect of all claims, losses, expenses and damages which may be incurred by the Company in consequence of any damage or destruction of the property of the Insured, or in respect of any claim for personal injury or death, arising out of the occurrence of any insured risk.

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**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 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

Form 3014 9/90

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15. Governing Law: The Security Instrument shall be governed by federal law and the law of the State of California; severability: The Security Instrument shall be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by delivering it by facsimile to Borrower or Lender whom given as provided in this paragraph.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law or a rule 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 charge to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund 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 prepayment charge.

11. Borrower Not Responsible For Breach of Any Waiver. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest of Borrower if Lender is granted by Lender to any successor in interest of Borrower shall not be liable for any nonpayment of any obligation to Lender in exercising any right to remedy available to Lender or to exclude the exercise of any interest. Any nonpayment by Lender in exercising any right to remedy shall not be a waiver of or preclude the exercise of any

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 such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect and apply "a proceeds," as its option, either to restoration or repair of the Property or to the sum so used by the Condemnor.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by the Security Instruments, whether or not then 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 sum secured by the Security Instruments immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by the Security Instruments shall be reduced by the amount of the proceeds multiplied by the following ratios: (a) the total amount of Security Instruments before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property is less than the amount of the sum secured immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by the Security Instruments shall be applied to the sum otherwise provided for in this clause.

10. **Condemnation.**—The proceeds of any award of claim for damages, direct or consequential, in condemnation will any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, and hereby assigued and

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

payments may no longer be required, at the option of Lender, in mortgagor's insurance coverage (in the amount and for the period that Lender required) provided by the insurer approved by Lender against losses available and in addition, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirements for mortgage insurance ends in accordance with any applicable law.

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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 those 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) 60% 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 vapour 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.

Form 3016 9/90



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Main Suite 2100  
One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312)732-4000

LOAN # 0000542167  
341 E. BEECH DRIVE  
SCHAUMBURG, IL 60193

## LEGAL DESCRIPTION RIDER

LOT 14 IN BLOCK 6 IN LEXINGTON VILLAGE UNIT 1, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22 AND PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977 AS DOCUMENT 24238569, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 07-22-410-014

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Property of Cook County Clerk's Office

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