

# UNOFFICIAL COPY

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RECORD AND RETURN TO:  
PRISM MORTGAGE COMPANY

1300 EAST WOODFIELD ROAD-SUITE 305  
SCHAUMBURG, ILLINOIS 60173

DEPT-11 RECORD FOR \$33.50  
140013 TRAN 5295 05/04/95 15:19:00  
\$2241 + CT \*-95-296911  
COOK COUNTY RECORDER

Prepared by:  
AMY J. OWNBY  
SCHAUMBURG, IL 60173

95296911

713900 [Space Above This Line For Recording Data]  
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 28, 1995  
RICHARD E. WEIL, UNMARRIED PERSON

The mortgagor is

95296911

("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 1300 EAST WOODFIELD ROAD-SUITE 305  
SCHAUMBURG, ILLINOIS 60173 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED EIGHTY THOUSAND AND 00/100

Dollars (U.S. \$ 180,000.00).

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 MAY 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:

LOT 20 (EXCEPT THE SOUTH 25 FEET THEREOF) LOT 21, AND THE SOUTH 1/2 OF  
LOT 22 IN BLOCK 7 IN H.M. CORNELL COMPANY'S CUMBERLAND, A SUBDIVISION  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

335

09-07-406-004-0000  
09-07-406-028-0000  
09-07-406-035-0000

which has the address of 275 STRATFORD ROAD, DES PLAINES  
Illinois 60016 Zip Code ("Property Address"):

Street, City,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

(200-6R11) 1990

VMP MORTGAGE FORMS • 18001621 / 201

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Initials: REW

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May  
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• [View Details](#)

Borrower shall promptly disburse any loan which has priority over this Security instrument unless Borrower has given notice to Lender that such payment will be made by another party.

4. (Categories) Lenses, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property which may alien property over this security instrument, and lessees and lessors shall pay all taxes, assessments, charges, fines and impositions applicable to the property which makes these payments due daily, Borrower shall promptly furnish to Lender receipts evidencing the payment of the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this agreement.

1 and 7 shall be applicable, first, to any prepayment claim and, second, to any late charges due under the Note.

(upon payment in full of all sums assessed by this Security Instrument, Landor shall promptly refund to the Borrower any funds held by Landor, if, under paragraph 21, Landor shall assume to sell the Property, less any prior to the acquisition of sale of the Property, shall apply any funds held by Landor at the time of assumption or sale as a credit against the sum so held by this Security Instrument.

The funds shall be held in an account whose deposits are insured by a federal agency, insuring entities, or entity combining funds, if funds is such an institution) or in any federal home loan bank, funds shall apply the funds to pay the escrow items, funds may not charge borrower for holding and applying the funds, similarly insuring the escrow account, or entity holding the escrow items, unless lender plays the escrow account on the funds and applicable law permits lender to make such a charge. However, funds lender may require borrower to pay a one-time 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 is made to apprise law requires interest to be paid, funds shall be required to pay borrower any interest or earnings on the funds whenever and lender may agree in writing, however, that interest shall be paid on the funds and the purpose for which each without charge, an annual accounting of the funds, showing credit, and debts to the funds and the purpose for which each doubt to the funds was made, the funds are pledged as additional security. For all sums accrued by this Security instrument.

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.

**INTERORGANISATIONAL GOVERNANCE** and **INTER-ORGANISATIONAL GOVERNMENT** are two closely related concepts.

**THIS SECRETARY INSTITUTE** contains uniform courses for national and non-national securities which limited  
variations by jurisdiction of course will be minimum security instrument covering real property.

**BORROWER OR CO-BORROWERS** shall have power to draw liability separate or otherwise separately assigned and bears the right to mortgagor.

LOCATED IN THE CITY OF NEW YORK, AND IN THE STATE OF NEW YORK, AND IN THE COUNTY OF NEW YORK, AND IN THE TOWN OF NEW YORK, AND IN THE VILLAGE OF NEW YORK, AND IN THE BOROUGH OF MANHATTAN, AND IN THE BOROUGH OF BRONX, AND IN THE BOROUGH OF BROOKLYN, AND IN THE BOROUGH OF QUEENS.

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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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 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, 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 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 proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately 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 immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 sums secured by this Security Instrument, whether or not then due.

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.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or 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 commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; 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 mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**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, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 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 under the Note.

**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

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**8. Alternative insurance:** If lender requires multiple insurance as a condition of making the loan secured by this Security instrument, borrower shall pay the premiums required to maintain the multiple insurance in effect. If, for any reason, the multiple insurance coverage required by lender ceases to be in effect, borrower shall pay the premiums required to

Any amounts debited 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 rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. Under does not have to do so.

7. Protection of Leader's Rights in the Property. It however fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Leader's rights in the Property (such as a proceeding in bankruptcy), provided, for convenience of reference to enforce laws of regulations, these Leader may do and pay for whatever is necessary to protect the value of the Property and Leader's rights in the Property, Leader may do and include paying any sums secured by a loan which has priority over this security instrument, up to the amount necessary to make reparation for damage done to the Property, Leader's rights in the Property, and Leader's actions may reasonably affect the property or the rights of the other parties to the instrument.

bevestigd and die toe dije shall not merge unless I under agree to the merger in writing.

Borrower, during the loan application process, gave undifferentiated, false or inaccurate information to substantiate the title to the property, the Borrower shall comply with all the provisions of the lease. If Borrower violates the title to the property, the Borrower's occupancy of the Property as a principal residence of this Security Instrument is on a lesseehold.

Cases such as a detailed and extensive, as provided in paragraph 18, by a written or proceedings to be dismissed with a finding

Exchanging circumstances exist which are beyond Borrower's control; Borrower shall not be liable to pay the principal amount of the Property, after the Property is delivered to someone else, or to the extent that the Property is damaged or destroyed.

Borrower shall occupy, eschew, 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 until at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless

6. Deedings, Reservation, Assignment and Protection of the Property; Borrower's Loan Application Process.

If these funds and resources otherwise agree in writing, any application of proceeds shall not exceed to  
possession of the majority of the members referred to in paragraphs 1 and 2 of clause the amount of the payments.

seconded by this Standing Committee, whether or not then due, with any excess paid to Borrower. If Borrower disbards the property, or does not answer within 30 days a notice from Lender that the instrument carried has or tender has offered to settle a claim, then Lender may collect the instrument proceeds, Lender may use the proceeds to repair or restore the property or to pay sums caused by this Standing Committee, whether or not then due. The 30-day period will begin when the notice is given.

If this is not done, the loss of revenue will be greater than the cost of the insurance premium.

shall have the right to hold the policies and premiums, if I ender 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 I ender

which shall not be unreasonable withheld. It however fails to implement coverage described above, Landor may, at Landor's option, obtain coverage to protect Landor's rights in the property in accordance with paragraph 7.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter created on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, 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.

This Security Instrument, funds to my wife Borrower a home identified as the herein described property, shall satisfy the lien of the one or more of the debtors set forth above within 10 days of the signing of this instrument.

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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.

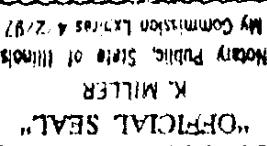
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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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Form 3014 9/90 HHS 1994



Fax: 6-616

COMP-BRILLIANT

At my commission expires:

GIVEN under my hand and affixed seal this 29 day of July, 1998  
spelled and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes herein set forth  
subscribed to the foregoing instrument, affixed before me this day in person, and acknowledged that h/SB  
(personally) known to me to be the same person(s) whose name(s)

the RICHARD E. MILLER, UNMARRIED PERSON  
STATE OF ILLINOIS, COOK COUNTY, I, a Notary Public in and for said county and state do hereby certify  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

RICHARD E. MILLER

Witnesses:

BY SIGNING HEREON, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and  
in any addendum or addenda thereto and to all notices and correspondence between Borrower and Lender.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded with the  
Securities Instrument, the covenants and agreements of this Security Instrument as of the rider(s) were a part of this Security Instrument.  
 Adjustable Rate Rider  
 Biweekly Payment Rider  
 Fixed Term Investment Rider  
 Gold Bullion Rider  
 Interest Only Rider  
 Second Home Rider  
 Other(s) Specified

25. Waiver of Foreclosure. Borrower waives all right of foreclosure and exemption in the property,  
without charge to Borrower. Borrower shall pay any recordation costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
provided, however, that no right to reasonable attorney's fees and costs of title evidence.

27. Waiver of Subrogation. Lender shall be entitled to collect all expenses incurred in pursuing the demands provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums  
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums  
upon execution of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured in  
full or within a reasonable time after acceleration and the right to assert in the foreclosure proceeding the  
Security Interest of this Security Instrument, Lender may sell further  
(d) that failure to cure the default on or before the date specified in the note may result in acceleration of the sum  
(e) 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;

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## RIDER - LEGAL DESCRIPTION

LOT 20 (EXCEPT THE SOUTH 25 FEET THEREOF) LOT 21, AND THE SOUTH 1/2 OF LOT 22 IN BLOCK 7 IN H.M. CORNELL COMPANY'S CUMBERLAND, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD, CALLED ELK GROVE ROAD AND A RESUBDIVISION OF LOTS 1 AND 8, IN SEEGER'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 7, AND PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON FEBRUARY 29, 1928 AS DOCUMENT 9940985 IN BOOK 255 OF PLATS PAGE 36 FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 29, 1928 AS DOCUMENT 394967 AND ACCORDING TO THE SURVEYOR'S CERTIFICATE OF CORRECTION THEREOF RECORDED IN SAID RECORDER'S OFFICE SEPTEMBER 28, 1929 AS DOCUMENT 10492548 AND FILED IN SAID REGISTRAR'S OFFICE SEPTEMBER 16, 1932 AS DOCUMENT 592610 AND REFILED AS DOCUMENT 594999, IN COOK COUNTY, ILLINOIS.

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