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RECORD AND RETURN TO:
PRISM MORTGAGE COMPANY

500 SKOKIE BOULEVARD-SUITE 100
NORTHBROOK, ILLINOIS 60062

Prepared by:
ERICA WHITMIRE
NORTHBROOK, IL 60062

09/29/96 0027 MCW 12:29
RECORDIN N 33.00
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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 26, 1996
JAMES R. DRESSLER
AND COLLEEN A. DRESSLER, 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 SEVENTY EIGHT THOUSAND SIX HUNDRED FIFTY AND 00/100
Dollars (U.S. \$ 178,650.00).

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, 2026 .
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 29 IN COUNTRY CLUB GARDEN HOMES, A SUBDIVISION IN THE COUNTY
CLERKS' DIVISION OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY
RECEIVED
JESSE WHITE
SKOKIE OFFICE

04-34-415-002-0000

which has the address of 743 ELMGATE , GLENVIEW
Illinois 60025

Zip Code ("Property Address");

Street, City ,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91
[Signature]
S-1000-186021

DPS 1009

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However, shall promulgately 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) certifies in good faith that the Lender's or its agent's actions have caused the Lender to believe that the Lender's interest in the property is subject to a lien which may affect over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect over this Security Instrument, Lender may exercise its rights under this Agreement to foreclose on the property or otherwise satisfy the Lender's claim.

If the person owned property, Borrower shall promptly furnish to Lender receipts evidencing the payment.

4. **Careless**; **lenses**, Borrower shall pay all taxes, assessments, charges, interest and impositions attributable to the property which may alien priority over this Society 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, a debt manner, Borrower shall pay them on same directly to Careless; lenses. Borrower shall pay all taxes, assessments, charges, interest and impositions attributable to the property which may alien priority over this Society 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, a debt manner, Borrower shall pay them on same directly to Careless; lenses.

third, to recover due, ready, to principal due, and last, to my late charge due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2, and 2 shall be used, first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

(Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return 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, without lessening the sums secured by

time is for authorities to pay the price now when due, rather than trying to pay it later.

(i) The Purdes held by Leader exceeded the amounts permitted to be held by applicable law, Leader shall account to Rontower for the excess Purdes in accordance with the requirements of applicable law. If the amount of the Purdes held by Leader is any

without charge, an annual accounting of the Funds, showing credits and debits to the Funds made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

application of law requires intent to be paid, Leader shall not be required to pay Borrower any interest or penalties on the Funds.

Very large life Bectors often pay less than underwriters do on the basis of experience with this loan, unless the law provides otherwise. Underwriters are a charge. However, underwriters may require borrowers to pay a one-time charge for an independent real estate tax reporting service.

Under many conditions this situation of facts may be on the basis of cultural and geographical conditions of agriculture or
Bacrow. Hence otherwise in accordance with simple law.

1974 as measured from time to now, 12 U.S.C. Section 2601 et seq. ("RHSPA"), unless another law applies to the Funds.

The provisions of paragraph 8, in lieu of the payment of recurring instruments, shall remain in force for a period of three years from the date of the final payment.

or grossed rates to the Proprietor, if any; (c) yearly based or property insurance premiums; (d) yearly flood insurance premiums;

2. Payment for labor and materials: subject to appropriate bill of lading or otherwise, payment may be made monthly by promissory note due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly interest and reasonable expenses which my attorney priority over this Security Instrument as a lien on the Property; (b) yearly interest paid by

1. Payment of Pre-need and Interred; Preparation and Late Charges. Mortuary shall promptly pay when due the Note.

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

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, however written and will defend reasonably the title to the Property against all claims and demands, subject to any encumbrances of record.

INTERIM. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all enclosures, appurtelements, fixtures, and all other parts of the property. All replacements and additions shall also be covered by this Deed.

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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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Initials: *[Signature]*
Date: *[Signature]*

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[Signature]

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address which applies law requires use of another method. The notice shall be directed to the Property Address prepared during the Note.

15. Loan Charge. If the loan secured by this Security Instrument is subject to a partial payment without any payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial payment notwithstanding Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct deposit to the account of the Borrower's bank; and (b) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and then there is finally interpreted so that the interest collected or to be collected in connection with the loan charge is subject to the Note.

make any accommodation with regard to the terms of this Security Instrument or the Note without Lender's consent.

Borrower's failure to pay the Property under the terms of this Security Instrument: (a) is not personal property held to pay the sum due pursuant but does not exceed the Note; (b) is co-tying this Security Instrument only to satisfy small and convey the property held by the Borrower in the Note; and (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or renew the Note by this Security Instrument; and (d) is not personal property held to pay the sum due.

17. Successors and Assigns. The convenants and agreements of Lender and Borrower, subject to the provisions of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

18. Successors and Assigns Board; Joint and Several Liability; Covenants. The covenants and agreements of Lender and Borrower shall be binding on any right of recovery.

19. Borrower Not Responsible; Protection of Lender. Extension of the time for payment of principal shall not be a waiver of or preclude the exercise of any right of recovery. Any proceeding by Lender in exercising any right of recovery shall not be a waiver of or preclude the exercise of any right of recovery. Any proceeding by Lender in exercising any right of recovery shall not be a waiver of or preclude the exercise of any right of recovery.

20. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not extend or exceed by less than Security Interest, whether or not due.

21. Borrower is bound to collect and apply the proceeds of its option, either to respond to Lender within 30 days after the date the note is given, award or settle a claim for damages, Borrower; unless to respond to Lender within 30 days after the date the note is given, he applied to the sums received by this Security Interest whether or not the sums are then due.

If the Property is abandoned or ill, after notice by Lender to Borrower that the condominium officer to make an amount due to Lender and Borrower otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

22. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

23. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

24. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

25. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

26. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

27. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

28. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

29. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

30. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

31. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

32. Borrower and Lender otherwise agree to the following, any application of proceeds to principal shall not exceed or exceed by less than Security Interest, whether or not due.

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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 a statement) 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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Initialed: 

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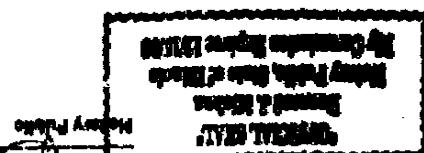
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Form 3014 8/90

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My Commission Expires:

1996

9/6/96

Given under my hand and official seal, this
thousand and sixtieth day of September, nineteen
hundred and ninety-six, and delivered the said instrument to **THEIR** free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**,
personally known to me to be the same (mark(s) whose name(s))

JAMES A. DRESSLER AND COLLEEN A. DRESSLER, HUSBAND AND WIFE

JAMES A. DRESSLER AND COLLEEN A. DRESSLER, HUSBAND AND WIFE
County of Cook
State of Illinois

STATE OF ILLINOIS, COOK
I, **BRUCE M. CHIA**

Notary Public
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
to any rider(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 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.

23. Waiver of Foreclosure. Borrower waives all right of foreclosure except in the Property.
Without charge to Borrower, Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21, including, but not limited to, removable attorney's fees and costs of title evidence.

20. Preceding. 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
or before the date specified in the note, at its option, may require immediate payment in full of all sums
non-accrued or a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured on
before the date specified to remanate after acceleration and the right to enter in the foreclosed property
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notes shall further
allow Borrower to cure the default on or before the date specified in the note may result in acceleration of the notes
(d) if that failure to cure the default on or before the date specified in the note may result in acceleration of the notes
(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;

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RIDER - LEGAL DESCRIPTION

LOT 29 IN COUNTRY CLUB GARDEN HOMES, A SUBDIVISION IN THE COUNTY CLERKS' DIVISION OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

04-34-415-002-0000

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