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SC 433013

T.O.
MAIL

THIS INSTRUMENT PREPARED
M. BOSLER

HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
PO BOX 60013
CITY OF INDUSTRY, CALIFORNIA 91760-6013
LOAN NO. 1643826-7

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS

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DEPT-01 RECORDING \$33.50
T00011 TRAN 0860 03/20/46 13120100
05404 # RV *-96-211792
COOK COUNTY RECORDER

(Space Above This Line for Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 14**
1996 The mortgagor is **LILLIAN Y. MOSIER AND PAUL N. MOSIER, WIFE AND HUSBAND**

("Borrower"). This Security Instrument is given to HOME SAVINGS OF AMERICA, FSB, which is organized and existing under the laws of the United States of America, and whose address is 4900 Rivergrade Road, Irwindale, California 91706-1401 ("Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100

Dollars (U.S. \$ **232,000.00**). 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, 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 180 IN WHYTECLIFF AT PALATINE, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS **1267 WEST BEDFORD DRIVE, PALATINE, IL. 60067**

PTIN: 02 21 310 018

which has the address of **1267 WEST BEDFORD DRIVE**

PALATINE

Illinois 60067 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on 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 COVENANTS that Borrower is lawfully seized 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.

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substantially the less or take one or more of the actions set forth above within 10 days of the mailing of notice, Borrower shall have authority over this Security Instrument, Lender may give Borrower a notice terminating this loan, however, during the time in which to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which prevents the enforcement of the lien, or (c) see, for from the holder of the lien an agreement satisfactory to Lender under which the lien is, or Lender's affidavit enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien by, or Lender's affidavit enforcement of the lien in, a manner acceptable to Lender; (d) consents to good agreements in writing to the payment of the obligations set forth by the lien in a manner acceptable to Lender; (e) agrees to good agreements in writing to the power shall personally discharge any lien which has priority over this Security Instrument unless Borrower (a)

uses this paragraph; if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts verifying the same directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of nonpayment to be paid shall pay these obligations; in the ordinary course of business, if it has paid in that manner, Borrower shall pay them Property which may attain priority over this Security Instrument, and thereafter pay such amounts of demand rents, if any, Borrower paragraph 2, third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.

4. **(Chargelien).** Borrower shall be liable for application of law provides otherwise, all payments received by Lender under paragraph 2, third; and 2 shall be applied first, to any payment made under the Note; second, to amounts payable under

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, third, to interest due, fourth, to principal due; and last, to any late charges due under the Note, accrued by this Security Instrument.

or sale of the Property, shall apply any funds held by Lender at the time of acquisition of sale as credit against any funds held by Lender; if, under paragraph 2, Lender shall require or sell the Property, Lender, prior to the liquidation upon payment in full of all sums accrued by this Security Instrument, Lender shall use every means available to Borrower

to more than twelve months, in Lender's sole discretion, to pay up the deficiency in full of the amount necessary to pay the amount necessary to make up the deficiency in any time is not sufficient to pay the Escrow items when due, Lender may notify Borrower in writing, and, in such case

Borrower shall pay to Lender to pay the Escrow items when due, Lender may notify Borrower in writing, and, in such case

for the excess funds in accordance with the requirements of applicable law, Lender's account of the funds held by Lender at the time which exceed the amounts permitted to be held by applicable law, Lender shall immediately return to Borrower instrument if the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall immediately return to the funds was made. The funds are pledged in full and security for all sums secured by this Security for which each deposit to the funds, without charge, in annual increments of the funds, the existing credits and debts to the funds and the purpose given to Borrower, without charge, in annual increments of the funds, however, that interest shall be paid on the funds and shall on the funds, however, and Lender may agree to be paid, Lender shall not be required to pay Borrower any interest or earnings is made or applicable law requires interest to be paid, unless applicable law provides otherwise, Lender in agreement to receive such a charge, however, Lender may charge Borrower to pay a one-time charge for an independent real estate broker among other verifying the Escrow items, unless Lender may not charge Borrower interest on the funds and applicable law permits a loan for the Escrow items, Lender may not charge Borrower for holding and applying the funds, usually among the escrow including Lender, if Lender is such an individual, or in any federal Home Bank, Lender shall apply the funds to

The funds shall be held in an account whose deposits are issued by a federal agency, banknoteability, or entity

comparable estimates of expenditures of the Escrow items or otherwise in accordance with applicable law. Another not to exceed the lesser amount Lender may estimate the amount of funds due on the basis of current data another not to exceed the funds less a lesser amount, if so, Lender may, at any time, collect and hold funds in an other funds Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("BSPAct"), unless funds Settlement Practices Act of 1974, called mortgage loan may require for Borrower's account under the federal Real amount a lender for a federal agency, unless a day, at any time, collects and holds funds in an amount not to exceed the maximum items are called "Escrow items". Lender may, in lieu of the payment of attorney's fees or premium, these to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of attorney's fees or premium, if any; and (y) any sums payable by Borrower flood insurance premiums, if any; (z) yearly mortgage insurance premiums; (d) yearly leasehold payments of ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (h) yearly (a) yearly rates and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) fees pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds"); for 2. **Funds for Taxes and Insurance.** Subject to applicable law or written waiver by Lender, Borrower shall

1. **Payment of Premium 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 prepayments due under the Note.

variations by jurisdiction to constitute a uniform accuracy instrument covering real property.

THIS SECURITY INSTRUMENT combines covenants for national use and non-national coverage with limited

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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 Fraction 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.

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12. **Successors and Assignees** Joint and several liability. Generality. The cover-ups and agreements of this Section will bind and benefit the successors and assigns of Landor and Horowitz, subject to the provisions of paragraph 17. Horowitz's covenants and agreements shall be joint and several. Any Horowitz who ceases to be joint and several under this Section will remain liable under this Section until he or she has paid his or her proportionate share of the amounts paid by the other Horowitzes.

Understand and appreciate the difference between **By Leader Not a Writer**, **Editorial** and **Opinion**; the three main sections referred to in newspapers; and懂得如何识别新闻、社论和评论这三种主要的新闻版面。

ii. Mortgagable Instruments. If a lender receives payment which is a consideration of an underlying instrument or a secondary consideration of an underlying instrument, the lender may sue for recovery of the underlying instrument or the secondary consideration if the underlying instrument is mortgaged to the lender.

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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 surge 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 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.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

40. **Hazardous Substances.** Borrower shall not cause or permit the presence, 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 presence, or storage of any Hazardous Substances that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, storage, or release of normal residential uses and to maintenance of the Property.

any Governmental or regulatory agency or private party investigating the Property and any Hazardous Substance or environmental law of which Borrower has actual knowledge. If Borrower is notified by any government or regulatory authority or other creditor that any removal or remedial action is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party investigating the Property and any Hazardous Substance or environmental law of which Borrower has actual knowledge. If Borrower is notified by any government or regulatory authority or other creditor that any removal or remedial action is necessary, Borrower shall promptly remove all necessary remedial actions in accordance with Environmental Law.

regulatory authority or other creditor that any removal or other remedial action 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: pesticides and herbicides; asbestos; volatile solvents; materials containing asbestos or formaldehyde; other flammable or toxic products; radioactive materials; and wastes of the前述 paragraph 20. Environmental Law, materials containing asbestos or formaldehyde, and radioactive materials.

that relates to health, safety or environmental protection.

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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. (Check applicable box(es))

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) (specify)

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:

Lillian Y. Mosier

(Seal)
—Borrower

LILLIAN Y. MOSIER

Paul N. Mosier

(Seal)
—Borrower

PAUL N. MOSIER

(Seal)
—Borrower

LOAN NO. 1843826-7

(Space Below This Line For Acknowledgment)

State of Illinois

Cook

County ss:

I, the undersigned,

a notary public in and for said county and state, do hereby

certify that

LILLIAN Y. MOSIER AND PAUL N. MOSIER, WIFE AND HUSBAND

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of *March*, 1996

My commission expires:

Bette Richardson

Notary Public

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Property of Cook County Clerk's Office