

WHEN RECORDED MAIL TO

UNOFFICIAL COPY

FIRST RESIDENTIAL MORTGAGE, L.P.
600 N. FIRST BANK DRIVE
PALATINE, IL 60067

96338390

DEPT-01 RECORDING \$31.00
T40012 TRAN 0429 05/03/96 09:07:00
47518 4 CTR ***96-338390
COOK COUNTY RECORDER

Prepared By:

JOANNE L. SCHWARTZ
FIRST RESIDENTIAL MORTGAGE, L.P.
600 N. FIRST BANK DRIVE
PALATINE, IL 60067

LOAN NO. 95002374

(Space Above This Line For Recording Data)

96020870

MILLER

1996

16070062

310
("Borrower").

This Security Instrument is given to FIRST RESIDENTIAL MORTGAGE, L.P.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 600 N. FIRST BANK DRIVE, PALATINE, IL 60067 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED NINETY-SIX THOUSAND FIFTY AND 00/100

Dollars (U.S. \$ 196,050.00). 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, 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

LOT 128 IN COUNTRY TRAILS UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1992 AS DOCUMENT 92230087 AND CORRECTED BY CERTIFICATE OF CORRECTION DATED MARCH 11, 1993 AS DOCUMENT 93-183363 IN COOK COUNTY, ILLINOIS.

County, Illinois:

06-17-115-009

which has the address of 1375 ELIOT TRAIL

ELGIN

Illinois

60120

(Street)

(Zip Code)

("Property Address");

(City)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3014 9/90
Laser Forms Inc. (800) 448-3555
LIFT #FNMA3014 11/94

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Initials: *Lmv*

SAC

BOX 333-CTI

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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; or (b) consents in good faith the lien

person owes payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the

third, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under this Note; second, to amounts payable under paragraph 2;

If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the held by Lender, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds twelve months after payment in full at Lender's sole discretion.

for the excess funds in accordance with the requirements of applicable law, in the amount of the funds held by Lender in my time is not sufficient to pay the Escrow items when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

The Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for funds exceeding the amounts permitted to be held by applicable law.

regard to the payment of interest on the Fund, Lender shall not be required to pay Borrower any interest or earnings on the Fund, Lender may agree to pay Borrower any interest or earnings on the Fund, Lender shall be paid on the Fund, however, that interest shall be paid on the Fund, Lender shall give to Borrower, without charge, an annual accounting of the Fund, showing credits and debits to the Fund, and the purpose for which each loan to the Fund is made.

The Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service needed by Lender in connection with this loan, unless applicable law provides otherwise. Lender is entitled to apply a late fee or applicable law.

The Lender shall do his best in his judgment to make disbursements in the most economical manner.

The funds shall be held in an institution which has deposits insured by a federal agency, instrumentality, or entity (including

amounted from time to time, L-2, U.S.C., § 2601 et seq., ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at my direction, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future liens.

the provisions of paragraph 8, in lieu of the payment of insurance premiums, these terms are valid.

and assessments which may result from property damage or loss, including but not limited to, taxes, insurance premiums, and expenses resulting from the repair or replacement of property damaged by fire, wind, water, or other causes.

2. Funds for Taxes and Insurance.

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

THIS SIC UNIT INSURANCE COMPANY and its affiliated companies do not discriminate in the issuance of policies based upon race or ethnicity.

Grant and convey the Property and claim 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.

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

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

THIS SECURITY INSTRUMENT combines uniform coverages for insurance use and non-insurance purposes by jurisdiction to constitute a uniform security instrument covering real property.

Grant and convey the Property and shall the Property is unencumbered, except for encumbrances of record; however, Williams and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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.

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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 exceed permitted limits will be refunded to Borrower. Under may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

¹³ In regard to the letters of Borromeo's testament, see G. B. Borromeo, *Testamento del Cardinale G. B. Borromeo* (Milan, 1880).

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.

Unless Lesmeister and Borrowser 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 of clause 10 such payments.

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 there is 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 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 due.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with an 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 [Landlord].

9. Inspection. Lender or his agent may make reasonable entries upon and inspect all property owned by Borrower at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

8. Mortgagage Insurance. If Lender requires mortgagage insurance as a condition of making the loan accorded by this Security instrument, Borrower shall pay the premiums required to maintain the mortgagage insurance in effect. If, for any reason, the mortgagage 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 mortgagage insurance previously in effect, in a cost substantially equivalent to the cost to Borrower, or if the mortgagage insurance previously in effect, from an alternative mortgagage insurer approved by Lender.

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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 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 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.

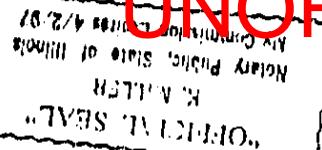
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing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

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Initials:

[Signature]

Form 30148/90
Lester Formans Inc. 18001 446-3995
Lester Formans Inc. 18001 446-3995
ILLINOIS - Single-family • Family • Farm • Freddie Mac UNIFORM INSTRUMENT
Date Formatted 11/19/94

My Commission expires:

Given under my hand and official seal, this 30TH day of APRIL 1996.

Subscribed and delivered the foregoing instrument, appeared before me this day in person, and acknowledged that THEY personally known to me to be the same person(s) whose name(s)

are

THEY

do hereby certify that SCOTT A WEBER AND LYNN M WEBER, HUSBAND AND WIFE, a Notary Public in and for said county and state,

County, SS:

[Space Below This Line For Acknowledgment]

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

LYNN M WEBER

SCOTT A WEBER

STATE OF ILLINOIS.

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

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Plain Old Unit Development Rider
- Biweekly Payment Rider
- Biannual Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [Specify]

22. 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 applicable boxes].

23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

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 applicable boxes].

25. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower, provided that all sums secured by this Security Instrument have been paid in full, reasonable attorney fees and costs of title evidence.

26. Release. Borrower shall pay any recording costs, to Borrower. Borrower shall pay any recording costs, to Lender. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.

27. Release. 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 attorney fees and costs of title evidence.

28. Release. 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 attorney fees and costs of title evidence.