

UNOFFICIAL COPY

97576690

RECORD AND RETURN TO:
POWER MORTGAGE

1701 EAST WOODFIELD ROAD-SUITE 850
SCHAUMBURG, ILLINOIS 60173

Prepared by:
SUSAN VOYDA
SCHAUMBURG, IL 60173

DEPT-01 RECORDING \$33.50
T80014 TRAN 4033 08/07/97 14:40:00
\$4272 + JW #--97-576690
COOK COUNTY RECORDER

319476

33.50
(RP)

MORTGAGE

FIRST AMERICAN TITLE
1001 N. KELLOGG BLVD.

THIS MORTGAGE ("Security Instrument") is given on AUGUST 1, 1997
RICHARD GEIMER
AND SHARON GEIMER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
POWER MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 1701 EAST WOODFIELD ROAD-SUITE 850
SCHAUMBURG, ILLINOIS 60173
("Lender"). Borrower owes Lender the principal sum of
FOUR HUNDRED THOUSAND AND 00/100

Dollars (U.S. \$ 400,000.00).
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 SEPTEMBER 1, 2027.
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 10 (EXCEPT THE NORTHWEST 2.1 FEET THEREOF) IN BLOCK 15 IN EDGE BROOK
MANOR, BEING A SUBDIVISION OF LOTS 27, 32, 33, 34 AND 35; THAT PART OF
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

97576690

10-32-418-023
VOLUME 308

Parcel ID #:

which has the address of 6449 NORTH CALDWELL AVENUE, CHICAGO

Street, City,

Illinois 60646

Zip Code ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 8/98

(SBA) (FHA) (VA)

UNOFFICIAL COPY

SECTION I

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower shall determine that any part of the Property is subject to a lien which may attach priority over this Security Instrument if Lender determines that any part of the Property is subject to a lien which may attach priority over this instrument or (c) receives from the holder of the lien an agreement satisfactory to Lender subordinating the lien by, or defects in any part of the instrument of the lien in, legal proceedings which it the Lender a option operate to prevent the writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (b) contemplates in good faith the lien Borrower shall provide any security instrument relating thereto; (a) agrees in

(ii) Borrower makes these payments directly to Lender reciting evidence of payment to Lender.

to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument or in the manner set out in Ground rents, if any. Borrower shall pay which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayments, all payments received by Lender under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums received by Lender at the time of acquisition or sale as a result, Lender to the acquisition of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a result of the Person held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition of the Security Instrument.

If upon payment in full of all sums received by Lender at the time of acquisition or sale as a result of the acquisition of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a result of the Person held by Lender, Lender shall promptly refund to Borrower any

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

If the Funds held by Lender exceed the amount permitted to be held by Lender under law, Lender shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

which may attach priority over this Security Instrument, and legal action against him to collect payment for same, to Lender, Borrower shall pay 4. Charges: Lender, Borrower shall account to Borrower

UNOFFICIAL COPY

3319476

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

UNOFFICIAL COPY

DPS 1991

Form 3014 8/90

Page 3 of 8

(Rev. 11/1/88)

8. Mortgagage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to insure the insurance coverage required by Lender or cause to be in effect, Borrower shall pay the premium required to insure the insurance coverage required to make the mortgage insurance in effect. If, for any reason, the premium paid by Lender does not have to do so,

Any amounts distributed 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, upon notice from Lender to Borrower requesting

7. Proceedings 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), Lender may do and include paying any sums secured by a lien which has priority over this Security instrument, actions may pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender may proceed to foreclose or to reconvey or to repossess, Lender may take such action as necessary to make repairs. Although Lender may take action under this paragraph

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), Lender may do and include paying any sums secured by a lien which has priority over this Security instrument, actions may pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender may proceed to foreclose or to reconvey or to repossess, Lender may take such action as necessary to make repairs. Although Lender may take action under this paragraph

6. Occupancy, Preservation, Maintenance and Protection of the Property; Loan Application Lenders,

Borrower shall occupy, maintain, and use the Property a principal residence within sixty days after the execution of this instrument and until it is sold or otherwise agreed to in writing, any application of proceeds to principal shall not exceed or damage to the Property prior to its acquisition.

Unless Lender and Borrower otherwise agree to the contrary, Borrower shall pay the amount of principal and interest due under paragraph 21 of the monthly payments referred to in paragraph 1 and 2 of changes in payments. If

Lender by this Security (either orally or in writing) when the notice is given.

Lender may collect for insurance premiums, whether or not they are payable in advance, to the extent of the sums secured by this Security instrument or otherwise provided. The 30-day period will begin when the notice is given.

Lender may make prompt of loss if not made promptly by Borrower.

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 premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

5. Hazard of Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the more of the actions set forth above within 10 days of the giving of notice.

this Security instrument, Lender may give Borrower a notice identifying the loan, Borrower shall satisfy the lien or take one or

UNOFFICIAL COPY

3319476

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

Initials: _____

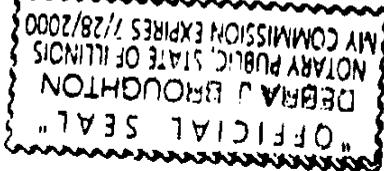
UNOFFICIAL COPY

DPS 1094

Page 8 of 8

80001

Form 3014 8/90



My Commission Expires: 7/28/2000

Given under my hand and official seal, this 1st day of August 1999.

Subscribed to 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)

MICHAEL GIERMER AND SHARON GIERMER, HUSBAND AND WIFE

, Notary Public in and for said County and state do hereby certify
County of: COOK
Date: 8/1/99I, Debra J. Broughton
STATE OF ILLINOIS, COOK
County: COOK
Date: 8/1/99-Borrower
(Seal)-Borrower
(Seal)-Borrower
(Seal)-Borrower
(Seal)-Borrower
(Seal)

SHARON GIERMER

RICHARD GIERMER

Witnessed:

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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument. Check applicable box(es).
 Adjustable Rate Rider
 Graduated Payment Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Rule Impovement Rider
 Second Home Rider
 Other(s) [Specify]

25. Waiver of Homeowner. Borrower waives all right of homestead exemption in the Property.
 Without charge to Borrower, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
 26. Release. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph preceding, Lender shall be entitled to collect all further demand and may foreclose this Security Instrument by judicial sale secured by this Security Instrument without further notice, Lender, at its option, may require immediate payment in full of all sums or before the date specified in the notice, Lender, at its option, may require immediate payment in full of the sum non-defaults of a default or any other default of Borrower to accelerate or declare of the notice to accelerate proceeding the sum Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the sum secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further inform Borrower to cure the default on or before the date specified in the notice may result in acceleration of the sum (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum (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;

UNOFFICIAL COPY

RIDER - LEGAL DESCRIPTION

LOT 10 (EXCEPT THE NORTHWEST 2.1 FEET THEREOF) IN BLOCK 15 IN EDGEBROOK MANOR, BEING A SUBDIVISION OF LOTS 27, 32, 33, 34 AND 35; THAT PART OF THE SOUTHWEST 1/2 OF LOT 38 AND ALL OF LOT 39 WEST OF ROAD; ALL OF LOTS 40, 41, 42, 43 AND 44, THE SOUTHWEST 1/2 OF LOT 45, ALL OF LOTS 47 TO 52, BOTH INCLUSIVE, IN THE SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVATION, IN TOWNSHIP 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING CERTAIN PARTS) ACCORDING TO PLAT THEREOF REGISTERED ON MARCH 1, 1922, AS DOCUMENT NUMBER 148536 IN COOK COUNTY, ILLINOIS.

10-32-418-023
VOLUME 308

071578650

03382616

DPS 048