Look County Recorder

3014

HORTH AMERICAN MORTGAGE COMPANY Prepared by: COLLEEN FROCCA

○ BOX 808031

PETALUMA, CA 94975-8031

DOC MANAGEMENT AU 054

H04

MORTGAGE

65000086-818

THIS MORTGAGE ("Security testrument") is given on NOVEMBER 04, 1997

. The mortgagor is

DIETRICH AND, ELISA PARENTIERSON

-- ("Borrower"). This Security Instrument is given to PRIME MORTGAGE ASSOCIATES, INC.

which is organized and existing under the laws of TELINOTS address is 484 CENTRAL AZENUE, NORTHFIELD, IL

, and where

60000 ("Ler 3-r"), Borrower owes Lender the principal sum of

TWO HUNDRED THOUSAND AND 00/100

). This lebt is evidenced by Borrow r'e note dated the same date as this Security Dollars (U.S. \$ 200.000.00 Instrument ("Note"), which provides for n on bly payments, with the full debt 4 not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt DECEMBER 01, 2027 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." to protect the security of this Security Instrument; and (c) the performance of Borrower's covenant, and agreements under this Security Instrument and the Note, For this purpose. Borrower does hereby mortgage, grant and convey to Londer the following described property located in County, Illinois: COOK

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

1 17.26 19

10/2

114 13

Parcel ID#

which has the address of 1243 MORTH SHERWOOD LANE, PALATINE lilino s

(Zip Code) ("Property Address");

[Street City],

60067 ILLINOIS Signio Family FNMAZEHLIAC UNIFORM INSTRUMENT Form 3014 **©** BH∜X





VMP !//ORTGAGE FORM : - (800)521 7291

IOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby convered 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.

HIIS SECURITY INSTRUMENT combines uniform covenant; for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for laxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:
(a) yearly taxes and assessments which may attain priority over this Security Instrument as a hen on the Property; (b) yearly look insurance premiums or ground rents in the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (l) any sums payable by Borrower to Leader, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These it ons are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 er seq. ("RESPN"), unless another law that applies to the Funds sets a lesser amount, If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Fender may est mate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity fincluding Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, acqually analyzing the escrow account, or verifying the Escrow Items votess 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 used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each left to the Funds was made. The Funds are pledged as

additional security for all suchs secured by this Security Instrument

If the Funds held by I ender exceed the amounts permitted to be neld by applicable law, I ender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by I ender at any time is not sufficient to pay the Escrow Items when doe it ender may so notify Borrower in writing, and, in such case Borrower shall pay to I ender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at I ender's sole discretion.

Upon payment in full of all sums seconed by this Security Instrument, Lender shall promptly refund 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 requisition or sale as a credit

against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payment received by 4 ender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4 Charges, Lieux, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or 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 person owed 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.

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 I ender; (b) contests in good faith the lien by, or definds against enforcement of the lien in, legal proceedings which in the I ender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to

Initials: 402

Form 3014 9/90

明日本は

Property of Cook County Clerk's Office

こうがなかます。 ちゅうてい かいいばのいい かんしょうほかん 教になる教をなる あってがないのないのというとしているとなっていましょう

UNOFFICIAL COP\$\(\bar{7}\)848476

Lender subordinating the lien to this Security Instrument. If I ender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, I ender 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 offer 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 Londer 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 renew il notices. In the event of loss, Borrower shall give prompt in tice to the

insurance carrier and Lender, I ender 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 are and by this Security Instrument, whether or not then due, with any excess paid to Porrower, 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 proceed. To repair or restore the Property or to pay sum a 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 printipal 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 a quired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to I ender 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, pairss I ender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circum, ences 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, thether 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 merge. It writing.

7 Protection of Lender's Rights in the Property. If Borrower fails to perform the coordinate and agreements contained it this Security Instrument, or there is a legal proceeding that may significantly affect by order'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 dispursed 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 I ender to Borrower requesting payment.

8. Mortgage Insurance. If I ender 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

initials. (My the

-6H(IL) (9609)

经外行转接付付付

Form 3014 9/90

premiums required to 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. I ender 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 i isorance 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 as 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 of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to I ender.

In the eyest of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether ir not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market) alue of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this 'courity instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums seen ed by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the viral amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property in oxediately 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 in cost ately 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 Borrov er, or if, after notice by Lender to Borrower that, he condemy or 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 rectoration 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 I and 2 or change the amount of such

payments.

11. Borrower Not Release f; 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. May forbearance by Lender in exercising

any right or remedy shall not be a waiver of or preclude the exercise of any right of 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 Leider and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. In Borrower who co signs this Security Instrument but does not execute the Note; (a) is consigning this Security meaning and 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 I ender 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 lorn 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 I am 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 I mits 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 pregayment 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 upo 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

200 - 6H(IL) -vous

first class mail to I ender's address stated herein or any other address I ender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or I ender when given as

provided in this paragraph.

15. Governing Law. Severability. This Security Instrument shall be governed by feceral 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) wit tout Leeder's prior written consent, I ender 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 I ender if exercise is prohibited by federal law as of the date of this Security Instrument.

If I ender even ises this option, Lender shall give Borrower notice of acceleration. The notice shall previde 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, I ender may invoke

any remedies perminadly, this Socurity Instrument without further notice or demand on Borrower.

18. Borrower's Rigot 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 3 ender all sums 3 bight 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 dist the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured to this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the order dious 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, florrower 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 taw.

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, no, allow anyone else to do, anything affecting the Property that is in violation of any Unvironmental Law. The preceding two servences 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 Uender written notice of any investigation, claim, deriand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Pazardous Substance or Environmental I aw of which Forrower 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 Environ neutal 1 aw.

As used in this paragraph 20. "Ha ardous Substances" are those substances defined as toxic or hazardous substances by Finvironmental I aw 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, "Finvironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to heal h, safety or environmental protection.

NON UNIFORM COVEN ANTS Borrower and Lunder 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 one 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 cored, and (d) that failure to cure the default on or before the date

initials:()

- BHILL I ISAG BI

of or all ity he of his is
al) ver
al) ver
al)
ser.
-by
orse / ses
•
reality with the house of the second

Proberty of Cook County Clark's Office

UNOFFICIAL COPY⁷⁸⁴⁸⁴⁷⁶

LOT—61 IN MORGANS GATE SUBDIVISION, BUING A SUBDIVISION OF PART OF THE NORTHFAST 1/1 AND THE SOUTHFAST 1/2 OF SECTION 8, AND THE SOUTHWEST 1/2 OF SECTION 8, AND THE SOUTHWEST 1/2 OF SECTION 8, AND THE SOUTHWEST 1/2 OF SECTION 9, ATT IN TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PUNCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1967 AS DOCUMENT 8/425912, IN COOK COUNTY, IT I INOIS.

02-08-206-006