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WMO-GRA(1L) (01/04)

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Form 30-1A/B/90

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) fulfills in writing to the payee all of the obligations accrued by the lien in a manner acceptable to Lender; (b) contributes in good faith the sum necessary to pay off the debt held by the payee, or (c) secures from the payee an extension of the date when it, together with proceedings which it may have taken, shall satisfy the debt held by the payee.

4. Chargees' Lenes. Borrower shall pay all taxes, assessments, charges, fines and imposts due to the Proprietor, to masters, to carriers, to shippers, to receivers, to forwarders, and to any other persons or bodies who may be entitled to receive the same.

3. Application of Pyramids. Unless applicable law provides otherwise, all pyramids receive 1% under pyramid rules and 2 shall be applied; first, to any pyramid changes due under the Note; second, to amounts due under pyramid rules and last, to any note or fourth, to any note due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under Paragraph 2, Lender shall acquire or sell the Property, Lender, for the sole purpose of acquiring or sale of the Property, shall apply any Funds held by Lender in the name of acquisition or sale as a credit against the sums secured by this

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall income to Borrower for interest; the Funds will be charged as additional security for the sum due.

The Funds shall be held in an institution while deposits are insured by a federal agency, insuring institutions, 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 Boardowner for holding and applying the Funds, usually retaining the escrow account, or verifying the terms. 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 make such a charge. The Escrow items, unless Lender pays Boardowner interest on the Funds and permits Lender to do otherwise, Lender, however, may require Boardowner to pay a sum, like charge for an independent real estate tax recording service used by Lender, Lender may require Boardowner to pay a sum, like charge for a similar service provided by another company. Lender in connection with this loan, unless applicable law permits Lender to be paid, Lender shall be paid a fee, which includes attorney's fees, expenses, and costs of collection, in addition to the principal and interest, plus any other amounts due under this note. Lender may agree to be paid, Lender shall be paid the Funds, Lender shall give to Boardowner, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds will be used, however, that trustee shall be paid on the Funds. Lender shall pay the Funds to Boardowner, without charge, in full, except as provided in writing, however, that trustee shall be paid the Funds, Lender shall give to Boardowner, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds will be used.

2. Funds for Taxes 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 actually priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly heating insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Fees or Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum related to a federal mortgage loan made payable to Barrower's account under the Federal Residential Mortgage Protection Act of 1974 as amended from time to time, ("RESPA"), unless otherwise law later applies to the Funds less a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due currently due and reasonable estimates of expected increases of future Escrow items or amounts. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest accrued by the Note and any prepayment and late charges due under the Note.

ARRANGEMENTS FOR JURISDICTION TO CONCERN THE PROSECUTION OF CRIMINAL OFFENCES AGAINST THE PEACE AND SECURITY OF MANKIND

THIS SECURITY INSTRUMENT combines uniform coverage for the benefit of all parties involved in the transaction.

All of the foregoing is referred to in this second 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 duly encumbrances of record.

TOGETHER WITH all the improvements now or hereafter received on the property, all improvements and additions shall also be covered by this Security Instrument.

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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 Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument, and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to 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 insurance related to regular mortgage insurance is agreed to in writing as part of this document. The signature of the insurance agent or broker, regular or temporary, is required to be present before the original or copy of this document is signed. The original or copy of this document is signed by the insurance agent or broker, regular or temporary, and is dated _____.

Form 30-14-9/90
SFR(IL) (responsible for signing) in the office of principal Page 3 of 8 Date: _____, Signature: _____, Initials: _____

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Form 301A 9/80

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and this law or the common law of the state in which the property is located, in the event that any provision or clause of this Security Instrument is held invalid or unenforceable without the conflicting provision. To the extent that any provision of this Security Instrument is held invalid or unenforceable, such provision shall not affect other provisions of this Security Instrument or this Note which can be severed.

1A. Routines. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing to the address set forth above in Section 1B or to the address set forth in Section 1C. Any notice given to Borrower under this provision shall be deemed to have been given to Borrower when given as provided in this paragraph.

under die Note.

13. **Loan Charges.** If the loan secured by this Security Lien terminates as stated in a duly executed written maximum loan charges, and that law is finally interpreted so that the borrower or other loan charges collected or to be collected in connection with the loan and that may be recovered by the creditor will be treated as a principal amount payable without charge to the creditor.

12. Successors and Assigns; Joint and Several Liabilities. Cof 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 instrument but does not execute the Note, (a) is co-signing this Security instrument only to modify its terms or to change its name, (b) is not liable for the obligations of the other Borrower(s), and (c) waives all rights to sue or collect from the other Borrower(s). Borrower's interest in the Property under this Security instrument may upgrade to Lender, mortgagor or Borrower's heirs, executors, administrators, successors and assigns of Lender and any other Borrower may upgrade to Lender, mortgagor or Borrower's heirs, executors, administrators, successors and assigns of Borrower.

11. Borrower Not Released; Purchase Agreement; Lender Not a Waiver. Extension of the time for payment or non-delivery of any sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not affect the rights of Lender under this Agreement. Any exercise by Lender of any right or remedy shall not be a waiver of or preclude the exercise of any other right or remedy available to Lender in accordance with this Agreement.

is authorized to settle a claim for damages, Botorower shall be responsible to Lender within 30 days after the date the notice is given, to repair or replace the damaged property or to collect and apply the proceeds, at its option, either to restoration or repayment of the sum accrued by this Security Interest, whichever is greater.

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 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, the proceeds shall be applied to the sums secured by the taking. Whether or not due, with any excess paid to Borrower and Lender otherwise agree in writing, the sums secured by this instrument immediately before the taking shall be reduced by the amount of the sums secured by the taking.

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

9. Inspection. Leader or his agent may make reasonable entries upon and inspections of the property. Leader shall give

payments may no longer be required, in the opinion of Lender, if mortgageable insurance coverage (in the amount and for the period premium) is provided by Lender under a loss reserve account available until it is obtained. Borrower shall pay the premium to Lender (ranging from \$100 to \$1,000 per month) and Lender will pay the premium to the insurance company. Premiums will be paid monthly in advance. Premiums will be paid monthly in advance. Premiums will be paid monthly in advance.

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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 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-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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My Commission Expires 1/31/98
 Notary Public, State of Illinois
 DAVID JANUS
 OFFICIAL SEAL

BANC ONE MORTGAGE CORPORATION

WMA-AH(1) (1991)

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ALVINA MARCICK

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This instrument was prepared by:

My Commission Expires 1/31/98
 Given under my hand and official seal, this 5 day of April, 1994
 free and voluntary act, for the uses and purposes herein set forth.
 Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the
 persons usually known to me to be the same persons(s) whose name(s)

ELLERY N. BERBERABE
 DOLORES B. DAVID

a Notary Public in and for said county and state (to verify certify that

Community Ass Co.

(Seal)

(Seal)

DOLORES B. DAVID
2217225 5 - 42121

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

STATE OF ILLINOIS,

1. D. Marcick

Borrower
(Seal)

NOT AS MORTGAGOR, BUT SIGNING SOLELY FOR
THE PURPOSE OF MAINTAINING HOMESTEAD RIGHTS
HEIRIN PROVIDED***

*** / ELLERY N. BERBERABE

Elliott Marcick

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

Check applicable box(es)

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Family Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Biannual Payment Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Balloon Rider
<input type="checkbox"/> Biannual Uni Development Rider	<input type="checkbox"/> Biannual Uni Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Graduate Payroll Rider
<input type="checkbox"/> Biannual Uni Development Rider	<input type="checkbox"/> Biannual Uni Development Rider	<input type="checkbox"/> Other(s) (specify)	<input type="checkbox"/> Other(s) (specify)

The coverages and exceptions of this Security Instrument as if the rider(s) were a part of this Security Instrument

Security Instrument, the coverages and exceptions of each such rider shall be incorporated into and shall amend and supplement

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

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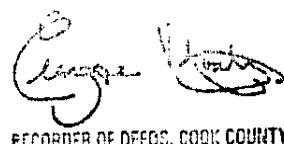
Property of Cook County Clerk's Office



I CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF DOCUMENT #

94381997

SEP 13 02


George V. Voss
RECORDER OF DEOCS, COOK COUNTY