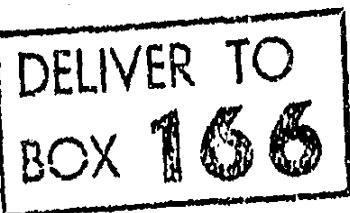


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MORTGAGE

3017750

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 6, 1993** . The mortgagor is

WALTER BERGMANN AND JOANNE BERGMANN, HIS WIFE

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

: DEPT-01 RECORDING
: T40014 TRAN 0083 12/13/93 14:40:00
: 00936 4 4-03-017750
: COOK COUNTY RECORDER

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** , and whose address is **4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632** . Lender"). Borrower owes Lender the principal sum of **FORTY EIGHT THOUSAND DOLLARS & NO CENTS** Dollars (U.S. \$ **48,000.00**).

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 **JANUARY 1, 2009** . 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 16 IN LA GRANDE VISTA UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 56 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 4, 1976 AS DOCUMENT 23,380,478 ALL IN COOK COUNTY, ILLINOIS.

PIN 28-17-308-016-0000

03017750

which has the address of **6042 LA GRANDE** (**Property Address**); **OAK FOREST** (**Street, City**);
Illinois 60452 (**Zip Code**)

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

0-BR(IL) 02121

Form 3014 0/00

Amended 0/91

VHP MORTGAGE FORMS - (800)621-7201

Printed on Recycled Paper



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Form 301A 8/00

16. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security Instrument.

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared void 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 surmised from the Note.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located.

Security Instrument shall be deemed to have been given to Borrower or Lender when given in this purview.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice to Lender shall be given by first class mail unless otherwise provided for in this Property Address.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery during or by mailing it or by telephone.

13. Payment of Note. If a regular reduction reduces principal, the reduction will be treated as a partial prepayment without any

Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Any sums already collected from Borrower which exceed permitted limits will be refunded to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limits, then: (a) any other loan charges collected or to be collected in connection with the same shall be removed so that the interest or other loan charges collected is subject to a fee, which does not exceed the original amount loaned.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a fee, which does not exceed the original amount loaned.

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument may agree to extend, modify, forgive or

Instrument but does not execute the Note: (a) is continuing this Security Interest until paid in full. Any Borrower who consents to paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower with co-signs this Security

Security Interest shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this

11. Borrower Not Released; Forfeiture of Note and Wavier. Extension of the time for payment of indebtedness, unless Lender and Borrower 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.

unless Lender and Borrower agree in writing, either to restore or repair of the Security Interest or to the sum

awarded or settle a claim for damages, Borrower fails to respond to Lender to Borrower within 30 days after the date the note is given, if the Property is unclaimed to collect and apply the proceeds, at its option, either to restore or repair of the Property or to the sum

awarded or settle a claim for damages, Borrower fails to respond to Lender to Borrower within 30 days after the date the note is given, if the Property is unclaimed to collect and apply the proceeds, at its option, either to restore or repair of the Property or to the sum

market value of the sum secured immediately before the taking is less than the amount of the sum secured immediately before the taking. Any balance secured immediately before the taking is equal to the amount of the proceeds applied to the sum secured by the note.

this Security Interest shall be reduced by the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Interest immediately before the taking is equal to or greater than the amount of the Property in which the note is given, if the note is given at the time of a total taking of the Property, the proceeds shall be applied to the sum secured by this

whether or not there is a market value of the Property, the proceeds shall be applied to the sum secured by this Security Interest.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of prior to an application specifically cause for the inspection.

9. Inspection. Lender or its agent may make reasonable examination between Borrower and Lender or application for inspection ends in accordance with any written instrument made in effect, or to provide a loss reserve, until the reclamation for mortgage

the premiums required to maintain insurance becomes unavoidable and is obtained, Borrower shall pay

payments may no longer be required, at the option of Lender, if mortgagor insures coverage (in the amount and for the period

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants 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 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 attain 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 mortgage 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 "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 *et seq.* ("RESPA"), 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. Lender may estimate 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 (including 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, annually auditing the escrow account, or verifying 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 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 debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any 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 twelve monthly payments, at Lender's sole discretion.

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 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 acquisition or sale as a credit against the sums secured by this Security Instrument.

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 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; Liens. 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 Lender; (b) contests in good faith the lien 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.

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8. Afterpay Finance, if Lender receives information or confirmation of such thing the loan secured by this Security be in effect, Lender will accept, have and retain those payments as it sees reserve in lieu of nonnegotiable insurance. Lender reserves one-twelfth of the early mortgage insurance premium paid by Borrower when the insurance coverage lapses or ceases to subsist entirely due to Lender's negligence in making timely payment. Lender may in sum equal to sum equal to cost to Borrower of the insurance coverage previously in effect, from an interim insurance issued by Lender. If cost to Borrower of the insurance coverage previously in effect, from an interim insurance issued by Lender, if cost to Borrower of the insurance coverage previously in effect, it is cost subsequently levied against Lender to the amount coverage received by Lender ceases to be in effect, Borrower shall pay the premiums required to maintain coverage received by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to maintain coverage received by Lender to the premium rates prevailing to maintain the same kind of insurance in effect. If, for any reason, the instrument, Borrower shall pay the premiums required to maintain the same kind of insurance in effect, Lender may require

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 regarding

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 proceed to do all things necessary to protect the value of the Property and to recover the amount of the unpaid principal and interest plus any other sums secured by this instrument.

6. Deemedancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Lenders,
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 as long as
the date of occupancy, unless Lender otherwise specifies in writing, which consent shall not be unreasonably withheld, or unless
extenuating circumstances exist whereby, 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 brought against Lender's good faith judgment could result in forfeiture of the
Property or otherwise impair the loan instrument or Lender's security interest. Borrower may
cause such a default and retitle, as provided in paragraph 8, by causing the action or proceeding to be dismissed with a ruling
of property or otherwise materially impair the loan instrument or Lender's security interest. Borrower may
impairment of the loan instrument, precludes forfeiture of the Borrower's interest in the Property or other interests
in Lender's good faith determination, precludes forfeiture of this Security instrument or
impairment of the loan instrument precludes forfeiture of the Borrower's interest in the Property or other interests
Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender for 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

Secluded by this security instrument, whether or not then due, the 30-day period will begin when the notice is given.

Chances recender sind Borrower durchweise illegal in Writing, insurancce proceeds sinun be applied to restoration or repair of the property damaged, if the restoration or repair is economicallly feasible und 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 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, Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the property or to pay sums

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 renews, Borrower shall promptly give to the insurance carrier and Lender paid premiums and renewal notices, in the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender.

3. Hazarded or Properly Insured, Borrower shall keep the improvements now existing or hereafter erected in 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 chosen by Borrower shall be responsible to Lender's satisfaction for the maintenance and repair of the property insured.

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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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Form 3014 9/90

Page 6 of 6

This instrument was prepared by: 4445 W 95TH ST
OAK LAWN, IL 60453

DAWN DENLINGER

Notary Public

My MICHIGAN STATE NOTARIES
NOTARY PUBLIC, STATE OF ILLINOIS
GIVE MY AUTHORITY PREVIOUSLY GRANTED, THIS
SUBSCRIBED AND SWORN TO THIS TWENTY-SIXTH DAY OF NOVEMBER, ONE THOUSAND NINE HUNDRED EIGHTY-SIX, FOR THE USES AND PURPOSES HEREIN SET FORTH.

Subscribed and sworn to me to be the same person(s) whose name(s) personally known to me to be the same person(s) whose name(s)

WALTER BERGMANN AND JOANNE BERGMANN, HIS WIFE

In the County of DuPage, Notary Public in and for said county and state do hereby certify

County as:

Q&A

Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)Witnesses:
in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

- Check applicable box(es):
1. Adjustable Rate Rider 2. Condominium Rider 3. Family Rider
4. Graduated Payment Rider 5. Planned Unit Development Rider 6. Second Home Rider
7. Weekly Payment Rider 8. Line of Credit(s) [Specify] 9. V.A. Rider
10. Balloon Rider 11. Rate Improvement Rider

Security Instruments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, the covenants and agreements of which rider(s) were a part of this Security Instrument.

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