JNOFFICIAL

04078085

when recorded mail to COUNTRYWIDE FUNDING CORPORATION MBN 84-70 / DOCUMENT CONTROL DEPT. P.O. BOX 10288

VAN NUYS, CALIFORNIA 81410-0288

LOAN #: 2395971

ESCHOW/CLOSING P. 4) 75877

DEPT-01 RECORDING

133.50

- T#0000 TRAN 0411 12/28/94 16:18:00
- \$3427 ¢ CJ *-04-078085
 - COOK COUNTY RECORDER

BPACE ABOVE FOR RECORDERS USE

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 19, 1994 THOMAS J. LAVIN, DIVORCED & NOT SINCE REMARRIED

. The mortgagor is

("Horrower"). This Security Instrument is given to COUNTRYWIDE FUNDING CORPORATION which is organized and existing under the taws of NEW YORK addross is

and whose

155 NORTH LAKE AVENUE, PASADENA, CA 91109 ("Londor"), Borrower owes Londor the principal sum of SEVENTY FOUR THOUSAND and 00/100

74,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ Instrument ("Note"), which provides for monthly paymonts, with the fell dobt, if not paid earlier, the and payable on . This Security Instrument secures as London (a) the repayment of the debt evidenced January 1, 2025 by the Note, with interest, and all renewals, extensions and modifications of the Note: (b) the payment of all other soms, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Horrower's covonants and agreements under this Security Instrument and the Note. For this purpose, Fortower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 35 IN TOWN AND COUNTRY HOMES 3RD ADDITION TO IVANHOE, BEING A SUBDIVISION OF LOT 6 IN VERHOEVEN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH 1/2 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN COUNTY, ILLINOIS.

P.I.N. #29-09-223-006

14932 CLARK DOLTON, 11 60419

ILLINOIS - Single Family - Fannie Mac/Freddle Mae UNIFORM INSTRUMENT CFC (08/94) (60 PA) (TT) HB: (TT) VMP HORFGAGG FORMS - (800)521-7201





LOAN #: 2306971

which has the address of 14932 GLARK, DOLTON

[Street, City]

Illinois 60419 -

("Property Address");

[Zip Code]

TEXESTIFIC WITH all the improvements now or bereafter erected on the property, and all casements, appartenances, and fixtures now or bereafter 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 seised 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. Rorrower 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 COVERANTS. Borrower and Lander covenant and narce 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 according to 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 payment the 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 tien on the Property; (b) yearly leasehold payments or ground reads on the Property, if any; (c) yearly bazard or property insurance premiums; (d) yearly flood insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in tieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an account not to exceed the maximum amount a lender for a federally related mortgage form may require for Borrower's escrow account ander the federal Real Estate Scalement Procedures Act of 1974 as amount of time, 12 U.S.C. Section 2601 at saq. ("RISDA"), 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 r assomable 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 Pederal Flome Loan Bark, Lender shall apply the funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, immually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applical to have permits Lender to make such a charge, However, Lender may require Borrower to pay a one-time charge for an independent test estate tax reporting service used by Lender in connection with this tone, 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 car angle 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 cach 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 Lindar 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 sams 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 Phyments. 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 leasthold payments or ground rents, if any. Borrower shall pay these

Form 3014 9/90

LOAH #: 2398971

obligations in the manner provided in paragraph 2, or if not paid in that manner, florrower shall pay them on time directly to the person owed payment. Horrower shall promptly famish to Londor all notices of amounts to be paid under this paragraph. If 'Borrower makes these payments directly, Borrower shall promptly famish to Londor receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Horrower: (n) 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter arected 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 chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Burrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right status of the Property in necordance with puragraph 7.

All insurance policies and renewals, shall be accoptable to Londor and shall include a standard mortgage clause. Londor shall have the right to hold the policies and enewals. If Londor requires, Borrower shall promptly give to Londor all receipts of paid promiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Londor may make proof of loss if not made promptly by Borrower.

Unless Lender and Horrower 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 their work, with any excess paid to Borrower. If Horrower 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 chears 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 sams secored by this Security instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borgger's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence where sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal resit ence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Horrower's control. Horrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Dorrower shall be in default if any Porfeiture action or proceeding, whether civil or criminal, is began that in Londer's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Londor's security interest. Horrow's navy cure such a default and reinstate, as provided in paragraph 18, by enusing the action or proceeding to be dismissed with waiting 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 Lendor's security interest. Borrower shall also be in default if Borrower, during the toan 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 morgo unless Londer agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fulls to perform the covamints 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 banktuptey, probate, for condomination 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

Form 3014 9/90

LOAN #: 2395971

paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable autornoys' fees and entering on the Property to make repairs. Although Londer may take action under this paragraph 7, Londer 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 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 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 wit, peopl, use and rotain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be recated, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by exclosurer 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 any 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.
- 18. 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 ground than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lei der otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds mulaplied 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 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 preclade 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 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.

Form 3014, 9/90

Property of Cook County Clark's Office

LOAN #1 2396971

- 13. Lonn Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum form 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 gwed 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 Lender's address stated herein or any other address Lender designmes by notice to Dorrower. 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 classe of this Security Instrument or the Note conflicts with applicable has, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the confricent 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 Horrower. If all or any part of the Property or any interest in it is sold or impsferred (or if a beneficial interest at Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at i's 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 Herrower 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 soms prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Be to ver.

- 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 personal to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conflitions 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 finited to, reasonable anorneys' fees; and (d) takes such action as Londer may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Dorrower'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 anni not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Lann 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 Hazardons 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, lawarit or other action by any governmental or regulatory agency or private party involving the Properly and any Hazardous Substance or Havironmental Law

UNOFFICIAL CC

LOAN #: 2398971

of which Dorrower has actual knowledge. If Horrower 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, Dorrower 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 Unvironmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this purpyraph 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 Dorrower prior to acceleration following Borrower's breach of my coverant or agreement to 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 core the default; (c) a date, not less than 30 dees from the date the notice is given to Dorrower, by which the default must be cured; and (d) that fallure to cure the default of 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 Wer acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borro er to neceleration and foreclosure. If the default is not cured on or before the dute specified in the notice, Lender, at its aption, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may forcelose 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 thir evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Dorrower, Borrower shall pay any recordation costs. Londor may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
 - 23. Walver of Homestead. Borrower walves all right of homestead symption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are exercised by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be accorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)] [Condominium Rider Phomed Unit Devolopment Rider Rate Improvement Rider Other(s) [specify]	1-4 Family Ridor
fermal A ICIT IAIGNI	Person commercial infrancial	

LOAN #: 2395971

BY SIGNING BELOW, Borrower accomy rider(s) executed by Borrower and recommitmenses:	
	THOMAS J. LAVIN (Scot)
	-Horrown
Open and the second of the sec	· Destonat
	-Borrówor
STATE OF ILLINOIS, COOK	County 88:
I, LINDA M. PERAZZOLO	, a Notary Public in and for said county and state do hereby certify that
	ED AND NOT SINCE REMARRIED , personally known to me to be the same person(s) whose name(s) is cared before me this day in person, and acknowledged that he had been with the life individually act, for the fisce and purposes therein set forth. This is the thing of DECEMBER 1994
This Instrument was prepared by: J. WA	1/2

0467808