

UNOFFICIAL COPY

PREPARED BY:  
MARILYN BARONIA  
CHICAGO, IL 60641

RECORD AND RETURN TO:

LABALLE TRUMAN BANK FOR  
4901 WEST IRVING PARK ROAD  
CHICAGO, ILLINOIS 60641

ATTENTION: MARILYN BARONIA

MORTGAGE

04082307

17-06-227-039

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 21, 1993  
LEONARD J. COCHRAN  
AND KATHLEEN J. COCHRAN-DOONAN, HUSBAND AND WIFE

The mortgage is

("Mortgage") This Security Instrument is given to  
LABALLE TRUMAN BANK FOR

which is organized and existing under the laws of UNITED STATES OF AMERICA  
addressed at 4742 NORTH HARLEN  
MOUNTAIN, ILLINOIS 60634  
ONE HUNDRED FIFTY THOUSAND  
AND 00/100

("Lender") has advanced to the mortgagor the principal sum of

Dollars (U.S. \$ 180,000.00 )

This debt is evidenced by Mortgagor'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 pay on DECEMBER 1, 2007  
This Security Instrument secures to Lender: (a) the repayment of the note evidenced by this Note, with interest, and all reasonable  
costs and expenses of the Note; (b) the payment of all other debts, with interest, advanced under paragraph 7 to  
protect the security of this Security Instrument, and (c) the performance of Mortgagor's covenants and agreements under this  
Security Instrument and the Note. For this purpose, Mortgagor does hereby mortgage, grant and convey to Lender the following  
described property located in COOK County, Illinois:  
LOT 21 AND LOT 22 IN J. W. COCHRAN'S SUBDIVISION OF LOTS 5 TO 24  
INCLUSIVE, IN WEST 1/2 OF H. P. HAMILTON'S SUBDIVISION OF 5 ACRES IN  
THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6,  
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

THIS MORTGAGE IS BEING RE-RECORDED TO PLACE IN CORRECT  
CHAIN OF TITLE.

17-06-227-039  
17-06-227-040

which has the address of 1226 NORTH MARION CORNER, CHICAGO  
Illinois 60622 ("Security Address")

33.50  
Small Fee

ILLINOIS COUNTY RECORDS DEPARTMENT

17-06-227-039

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... THE LENDER WITH all the other encumbrances now or hereafter created on the property, and all accessories, appurtenances, and ... of the property. All references and relations shall also be covered by this Security Instrument. ... the Property.

... THE LENDER is lawfully seized of the estate hereby conveyed and has the right to mortgage, ... the Property is unincumbered, except for encumbrances of record. It is agreed ... the Property against all claims and demands, subject to any encumbrances of record ... with limited ... instrument covering real property.

... and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment And Late Charges.** Borrower shall promptly pay when due the ... and interest on the debt evidenced by the Note and any payments not 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 in ... the day ... (a) yearly taxes and assessments which may attach to the Property; (b) yearly household payments ... the Property, if any; (c) yearly taxes or property insurance premiums; (d) yearly flood insurance premiums, ... (e) yearly mortgage insurance premiums. If any, and (f) any taxes payable by Borrower to Lender, in accordance with ... Therein are called "Advance Funds". Lender may at any time ... Borrower's account under the Federal Home Loan Bankruptcy Procedures Act of 1980 as amended from time to time ("FHLBPA"), unless another law that applies to the Funds ... Lender may advance the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future ... law.

The Funds shall be held in its institution where deposits are insured by a federal agency, institutionality, or entity ... Lender shall apply the Funds to pay the ... and applying the Funds, normally satisfying the advance account, in ... Lender may ... the Funds and applicable law permits Lender to make such ... Lender may ... pay ... charges for an independent real estate inspection service ... unless an agreement is made in ... Lender shall not be required to pay Borrower any interest or earnings on the Funds ... Lender shall give to Borrower, ... the Funds, showing receipts of a nature to the Funds and the purpose for which each ... all monies received by the Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower ... the Funds held by Lender when due. Lender may at any time, by its writing, and, in such case Borrower ... the deficiency in no more than ...

Upon payment in full of all monies secured by this Security Instrument, Lender shall promptly red-act to Borrower any ... Lender shall release or sell the Property, Lender, or in its possession or sole ... the Funds held by Lender at the time of expiration in case of a credit ... the same received by ...

3. **Application of Payments.** Subject to applicable law providing otherwise, all payments received by Lender under paragraph 2 ... shall be applied first to the prepayment charges due under the Note; second, to amounts payable under paragraph 2; ...

4. **Assignment of Payments.** Borrower shall pay all taxes, assessments, charges, taxes and expenditures attributable to the Property ... and household payments or general taxes, if any. Borrower shall pay ... paragraph 2, or if not paid in that manner, Borrower shall pay them in their entirety ... Lender all amount of amounts to be paid under this paragraph. ... Lender 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 extent of the charges created by the lien as a matter acceptable to Lender; (b) consents in good faith the lien ... legal proceedings which in the Lender's opinion operate to prevent the ... Lender authorizing the lien in this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may create priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care or ... 10 days of the giving of notice.

Handwritten initials and marks.

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payments may as long as required, at the option of Lender, if mortgage insurance coverage for the amount and for the period that Lender requires) provided by an insurer approved by Lender against borrower available and in effect. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a like security, until the improvement for mortgage insurance made by any means with any written agreement between Borrower and Lender is applicable time.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, death or consequential, or otherwise with any condemnation or other taking of any part of the Property, or for compensation in lieu of condemnation, and 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 same amount for the Security Instrument, whether or not then due, with any amount 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 same secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amount received by this Security Instrument shall be reduced by the amount of the proceeds unapplied by the following fraction: (a) the total amount of the same 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 same 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 same secured by this Security Instrument in order, or not the same as then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the abandonment option is made an event or cause a claim for damages, Borrower fails to request a Lender within 10 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, or the option to take or receive or refuse of the Property or to the same 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 exceed 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; Forfeiture of Rights.** Borrower's obligations under this Security Instrument shall not operate to release the liability of the original Borrower or Borrower's successors or assigns. Lender shall not be required to reimburse or discharge against any successor in interest or release or extend time the payment or otherwise modify any obligation of the same secured by this Security Instrument by reason of any financial trouble of the original Borrower or Borrower's successors or assigns. Any release or discharge by Lender in connection with any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liabilities Conferred.** 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 13. Borrower's covenants and agreements shall be joint and several. Any Borrower who conveys this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only in 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 same (as may be) by this Security Instrument; and (c) agrees that Lender and any other Borrowers may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument at the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which requires certain loan charges, and that law is finally interpreted so that the interest or other loan charges referred to in the Note or in connection with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any more charges collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make these refunds by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is not practicable, the reduction will be treated as a partial prepayment within the prepayment charge under the Note.

14. **Notice.** 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 designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision 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 unbound copy of the Note and of this Security Instrument.

Form 1001  
Form 1004 (Rev. 1977)



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All Riders to this Security Instrument, if used or more riders are executed by Borrower and included together with this Security Instrument, the provisions and agreements of each such rider shall be incorporated into and shall amend and supplement the provisions and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Check appropriate boxes:

Adjustable Rate Rider  
Graduated Payment Rider  
Interest Rider  
V.A. Rider

Condominium Rider  
Planned Unit Development Rider  
Rate Improvement Rider  
General Liability

1st Priority Rider  
Subsidiary Payment Rider  
Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Security Instrument and is aware of all charges assessed by Borrower and received with it.

Witness

LEONARD J. DOMINGUEZ

KATHLEEN J. DOMINGUEZ

Date

Borrower

Witness

KATHLEEN J. DOMINGUEZ

LEONARD J. DOMINGUEZ

Date

Borrower

Date

Borrower

Date

Borrower

STATE OF ILLINOIS, COOK

County of:

I, THE UNDERSIGNED

, a Notary Public in and for said

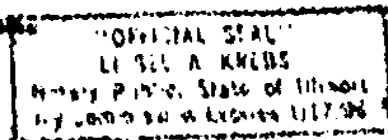
County and State do hereby certify that

LEONARD J. DOMINGUEZ AND KATHLEEN J. DOMINGUEZ, HUSBAND AND WIFE

personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

(Given under my hand and official seal, this 27th day of July, 2011.)

My Commission Expires



Notary Public

2011 07 27

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Property of Cook County Clerk's Office

DEPT-11 RECORD FOR 433.50  
140013 TRAN 06:56 12/29/94 14145:00  
16083 4 012 \*--134--082207  
COOK COUNTY RECORDER

12/29/94