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COOK COUNTY, ILLINOIS
FILED 10/1/2000

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PREPARED BY: JANELLE MASA
LYONS MORTGAGE CORP
TWC CROSSROADS OF COMMERCE SUITE 550
ROLLING MEADOWS ILLINOIS 60008 [Space Above This Line For Recording Data]

#095801101

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RETURN TO: SECONDARY MARKETING
LYONS MORTGAGE CORP
2 CROSSROADS OF COMMERCE
ROLLING MEADOWS, IL 60008

Box 333 - J-63

MORTGAGE

SEPTEMBER 18,

19 86 The mortgagor is SOTERIOS STAMOS AND TASTA STAMOS, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to LYONS MORTGAGE CORP, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 2 CROSSROADS OF COMMERCE, ROLLING MEADOWS, IL 60008 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED AND 00/100 Dollars (U.S. \$ 118,400.00). 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 OCTOBER 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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.

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LOT XX IN BLOCK 3 IN L.R. McDONALD PARK RIDGE NORTH, BEING IN THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EAST 165 FEET (MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 22, IN COOK COUNTY, ILLINOIS.

P/R 09-22-416-008 DS

which has the address of 2141 BIRCH LANE [Street] PARK RIDGE [City],
Illinois 60068 ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 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. 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.

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Kelley Public

GIVEN under my hand and Yesterdate, the 12th day of April, in the year of our Lord one thousand nine hundred and forty five, in the County of Franklin, State of Tennessee, for the purpose of recording.

RECORDED AND INDEXED this 12th day of April, in the year of our Lord one thousand nine hundred and forty five, in the County of Franklin, State of Tennessee, for the purpose of recording.

This instrument was acknowledged by John D. Kelley before me this 12th day of April, in the year of our Lord one thousand nine hundred and forty five, and I do hereby certify that it is a true copy of the original instrument.

In the State of Tennessee, DO HEREBY CERTIFY THAT

A Notary public in said state is so certified.

State of Tennessee. County of Franklin.

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- BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with this Security Instrument.
2. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supersede the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supersede the Security Instrument.
22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supersede the Security Instrument.
24. Family Rider. Conditional Rider Planned Unit Development Rider Graduate Payment Rider Adjustable Article Rider Checkable Account Rider
- Instrument [Check all applicable boxes]
—Borrower
—Seal
—Borrower
—Seal
—Lender
—Seal
—TASIA STAMOS
—SOTERIOS STAMOS
- [Space Below This Line for Acknowledgment]

NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may 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.

9. 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied 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.

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.

10. 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 preclude the exercise of any right or remedy.

11. 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 but does not execute the Note: (a) is co-signing 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.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the 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 owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 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 had no acceleration 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 paragraphs 13 or 17.

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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.

Lender may take action under this paragraph 7, Lender does not have to do so.

Instruments, appearing in court, paying reasonable attorney fees and entitling on the property to make repairs. Although Lender's actions may include paying any sums secured by a lien which has priority over Lender's rights in the property, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the instruments, Lender may take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the property. Mortgagor fails to perform the covenants and agreements contained in this paragraph 7, Lender may sue to legal proceedings that may significantly affect the title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessee shall change the property, allow the Borrower to deteriorate or commit waste. If this Security Instrument is on a leasehold, Lender shall not destroy, damage or sublease.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not damage or destroy, damage or sublease prior to the acquisition.

Lender shall not 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 of change the amount of the sums secured by this Security Instrument.

Lender may take notice is given.

Lender and Borrower otherwise agree in writing, any insurance of loss not made promptly by Borrower, Lender and Borrower waive claims, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower abandons the property, or does not answer within 30 days a notice from Lender that it is necessary to make certain repairs to the sums secured by this Security Instrument, whether or not then due. The period of notice to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or repair is not economically feasible or Lender's security would be lessened. If the restoration of property damaged, if the restoration of repair is economic feasibility and Lender's security is not lessened. If the repair of the property damaged, Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or restore the property or repair is not made promptly by Borrower.

Lender shall have the right to hold the policies and renewals. If Lender renews Borrower shall give prompt notice to Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender insurance premiums carried by Lender, Lender may make proof of loss not made promptly by Borrower.

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extinctible coverage" and any other hazards for which Lender requires carteries and Lender may make proof of loss not made promptly by Borrower.

Borrower shall accept to hold the policy and renewals. If Lender renews Borrower shall give prompt notice to Lender of the change in premium or deductible or the increase or decrease in the insurance coverage. Lender may choose by whom the insurance is provided, or designee shall be maintained in the term "extinctible coverage" and any other hazards for which Lender requires carteries and Lender may make proof of loss not made promptly by Borrower.

4. Charges; Liens. Borrower shall pay the lien in a manner acceptable to the Lender, (a) contains in good faith to the payment of the obligation, (b) used by the Lender to a manor acceptable to the Lender, (c) contains in good faith to the payment of the obligation, (d) used by the Lender to a manor acceptable to the Lender.

Note: third, to amounts payable under paragraph 2, fourth, to interest the Note, second, to preparement charges due under the paragraphs 1 and 2 shall be applied, first, to late charges due under this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the application as a credit against the sums secured by this Security Instrument.

than immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender no later any funds held by Lender. If under this property is sold or acquired by Lender, Lender shall promptly refund to Borrower any funds paid in trust in all sums secured by this Security Instrument, Lender shall promptly pay to Lender any amount of the funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount of the funds held by Lender to make up the deficiency in one or more payments.

If the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be applied to the escrow items, either promptly repaid to Borrower or credited to escrow items when due, Borrower shall pay to Lender any amount of the funds held by Lender to make up the deficiency in one or more payments.

The funds held by Lender, together with the future monthly payments of funds payable prior to the due date of the escrow items, shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender is such an institution). Lender shall apply the funds to pay the escrow items.

The funds shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender is such an institution). Lender shall apply the funds to pay the escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments which may unit the note is paid in full, ("Funds"), equal to one-twelfth of (a) yearly taxes and assessments which may unit the note is paid in full, ("Funds"), and (b) yearly leasehold payments of ground rents on the property or ground rents, (c) yearly hazard insurance premiums, and (d) yearly

the principal of funds held by Lender, together with the future monthly payments of funds payable prior to the due date of the escrow items, shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender is such an institution). Lender shall apply the funds to pay the escrow items.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of funds held by Lender, together with the future monthly payments of funds payable prior to the due date of the escrow items, shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender is such an institution). Lender shall apply the funds to pay the escrow items.