

# UNOFFICIAL COPY

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DEPT-A1 RECORDING \$13.00  
F#1444 FROM 9494 09/17/01 14:29:00  
R#058 # TX 01-1245-000000000000  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 17  
19 86 The mortgagor is ROBERT LOU CICHON AND SHARON CICHON, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to SUN MORTGAGE CORPORATION  
which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is  
15 SPINNING WHEEL ROAD  
HINSDALE, ILLINOIS 60521 ("Lender").  
Borrower owes Lender the principal sum of  
SEVENTY FIVE THOUSAND THREE HUNDRED AND NO/100---

Dollars (U.S. \$ 75,300.00). 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 1, 2001. 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:  
LOTS 29, 30, 31, AND 32 IN BLOCK 80 IN S. E. GROSS THIRD ADDITION TO  
GROSSDALE, IN SECTION 3, TOWNSHIP 33 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

18-03-112-009 / lot 29  
18-03-112-008 / lot 31, 30  
18-03-112-007 / lot 32

1/27/01

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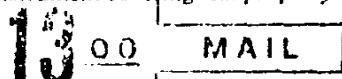
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which has the address of 4017 MAPLE AVENUE , BROOKFIELD  
[Street] (City)  
Illinois 60513 ("Property Address");  
[Zip Code]

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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SUN MORTGAGE CORPORATION  
15 SPINNING WHEEL ROAD  
HINSDALE, ILLINOIS 60521

RECORD AND RETURN TO

PREPARED BY: ROSEMARY ROMERO  
HINSDALE, IL 60521

My Commission expires: 5/20/89

GIVEN under my hand and official seal, this

11 day of May

1982

set forth.

signed and delivered the said instrument as **THEIR**

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) are

do hereby certify that ROBERT LOU CICHON AND SHARON CICHON, HUSBAND AND WIFE  
, a Notary Public in and for said county and state,

County ss:

Cook

State of Illinois

(Space below the line for Acknowledgment)

Borrower  
(Seal)

Borrower  
(Seal)

SHARON CICHON / HIS WIFE  
(Seal)

ROBERT LOU CICHON  
(Seal)

ROBERT LOU CICHON  
(Seal)

SHARON CICHON  
(Seal)

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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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free title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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), probable, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property. Lender's actions may include paying any sums received by a lien which has priority over this instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

8. Security Instruments. 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.

of the giving of notice.

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 "extending coverage" and any other hazards for which Lender requires. This insurance shall be maintained in the amount's and for the periods that Lender requires. The insurance carrier provides the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lender's approval which shall not be unreasonably withheld.

All insurance carried provides the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, until any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance has failed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 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 exceed the amount of the payment for which it is made prior to the acquisition of the instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount of the payment for which it is made prior to the acquisition of the instrument.

Postpone the date of the monthly payments referred to in paragraphs 1 and 2 of the insurance policies and 6 exceeds the amount of the payments, if under paragraph 19 the property is acquired by Lender, Borrower's right to any insurance policies and 6 exceeds the sum secured by this Security instrument shall pass to Lender to the extent of the amount of the payments, if damage to the property is caused to the extent of the amount of the payments, if damage to the property is caused by Lender, Borrower's right to any insurance policies and 6 exceeds the sum secured by this Security instrument.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment in full of the obligation, (b) secured by the lien in a manner acceptable to Lender; or (c) consents in good faith to the lien by, or delegates to Lender's assignee, all or more of the rights and obligations of the debtor under the note and other documents evidencing the debt.

Note: third, to amounts payable under paragraph 2; fourth, to interests due; and last, to principal due.

Upon a payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under or in connection with the terms of this Agreement, less amounts due under the Note, plus interest thereon at the rate provided in the Note, plus any other amounts due under this Agreement.

- 1. Payment of Principal and Interest Payments and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.
- 2. Funds for Taxes and Liens.** 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 ("Friends") equal to one-twelfth of: (a) yearly taxes and assessments which may accrue over this Security Instrument; (b) yearly leasehold payments or ground rents on the property over which may accrue over this Security Instrument; and (c) yearly hazard insurance premiums. Lender may estimate the Friends due on the basis of current data and reasonable assumptions, if any. These items are called "escrow items".