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THIS INSTRUMENT WAS PREPARED BY:
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
DARK RIDGE, ILLINOIS 60068
LINDA A. ALLEN

• SS-5~3505



(Space Above This Line For Recording Data)

MORTGAGE

3043
THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 10,
1988 The mortgagor is JAMES D. WALTER AND KAREN S. WALTER, HUSBAND AND WIFE

("Borrower") This Security Instrument is given to
FIRST ILLINOIS BANK OF EVANSTON, N.A.
which is organized and existing under the laws of THE UNITED STATES,
800 DAVIS STREET, EVANSTON, ILLINOIS 60204
, and whose address is
(Lender")

Borrower owes Lender the principal sum of SIXTY NINE THOUSAND THREE HUNDRED AND 00/100

Dollars (U.S. \$ 69,300.00) 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 DECEMBER 01st, 2018. 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

LOT 19 IN J. T. BRIGHT AND SONS' RESUBDIVISION OF THE EAST 1/2 OF BLOCK 15 OF OLIVER
L. WATSON'S 5 ACRE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE
NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 17, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

etc. lot 29 122 035

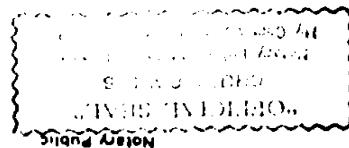
6310 W. DIVESLEY CHICAGO
which has the address of 6310 W. DIVESLEY CHICAGO
60609 (Street)
Illinois (City)
Zip Code ("Property Address")

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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MTCB

My Commission expires:

Given under my hand and official seal, this 19 day of July, 1995.

set forth.

signed and delivered the said instrument as *John Doe*, free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person(s) whose name(s) are as follows:

JAMES O. WESTER AND WOMEN S. WESTER, (JMW/MW) WIFE.

do hereby certify that

I, Notary Public in and for said county and state,

Title Understated

STATE OF ILLINOIS.

County as:

A COA

(Please show this line for Acknowledgment)
COOK COUNTY RECORDER
07406 4 C -88-523505
16333 TRAN 6926 11/14/88 TEL:600:00
OCT-91 (Seal) \$14.25

-88-523505

Borrower
(Seal)RAGEN S. MASCIEK
-Borrower
(Seal)AMES D. MASCIEK
-Borrower
(Seal)John Doe
BorrowerJohn Doe
Borrower

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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 11 or 17.

3-5-2005

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Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower upon notice from Lender to Borrower

Under may take action under this paragraph 7, Lender does not have to do so if instrument, appearing in court, paying reasonable attorney's fees and entering on the property. Lender's actions may result in such expenses as attorney's fees, costs and expenses to make repairs. Although

7. Protection of Lender's Rights in the Property: **NO TRESPASS**. If borrower fails to perform the covenants and agreements contained in this Security Instrument or if there is a legal proceeding that may significantly affect the property, then lender may do and pay for whatever is necessary to protect the value of the property and lender's rights (regulations), then lender may do and pay for what ever is necessary to protect the value of the property and lender's rights in the property.

Buyer agrees that it will merge with the Seller and its successors and assigns in the event of the death or incapacity of the Seller.

6. Preferential Right and Subsistence of Property; Leaseholds. Borrower shall not destroy, damage or subdivide

from damage to the Property prior to the acquisition shall pass to the extent of the sum so used by the lessee under paragraph 19 the Property is acquired by lessee. Moreover, lessee's right to any insurance policies held exceeds resulting from damage to the Property prior to the acquisition shall pass to the extent of the sum so used by the lessor.

Witnessed and Borrower acknowledge agree to the above terms and conditions and shall not extend or change the due date of the monthly payments referred to in paragraph 1 and 2 of change the amount of the payments if any application of proceeds to principal shall not exceed the notice is given.

Unless Lesantee and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replacement of property damaged in writing. Insurance proceeds shall be applied to repair or replacement of property or equipment or fixtures which are not otherwise covered by this Security Instrument, whether or not there are other insurance policies or funds available to repair or replace such property.

All insurance policies and renewals shall be acceptable to Lender, and shall include a standard mortgage clause under which Lender may make proof of loss if not made promptly by Borrower.

3. Hazard Insurance. Borrower shall keep the property ements now existing or hereafter created on the property insured against loss by fire, hazards included within the term "extensive damage" and any other hazards for which Lender

Borrower shall prominently disclose 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) contains in good faith the language set forth in the following paragraph; or (c) satisfies all of the following conditions:

Property which may attain priority over this security instrument, and leasehold interests or easements of record, or otherwise, in the real estate, equipment, fixtures, machinery, and/or other personal property of the Borrower shall be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts paid them on time directly to the payee named in the payment provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the payee designated in the payment provided in paragraph 2.

3. **Applicable Law - Payments.** Unless applicable law provides otherwise, all payments received by Plaintiff under Paragraphs 1 and 2 shall be applied first to late charges due under the Note; second, to principal due

any Funds held by Lender, if under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums accrued by this Security Instrument.

purpose for which each deficit in the Funds was made. The Funds are pledged as additional security for the sums required by this Security instrument.

Debtor may agree in writing that interest shall be paid on the funds advanced in accordance with the terms of the agreement or in accordance with the terms of the original contract, whichever is greater.

The Funds shall be held in an institution the depositors of which are insured or guaranteed by a federal or state agency (including Lender or such an institution). Lender shall apply the Funds to pay the escrow items Lender may not charge for holding and applying the Funds, and during the account or carrying the escrow items Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However and under no circumstances shall Lender charge interest on the Funds.

to leaders on the day modify payments are due under the Note until the Note is paid in full, a sum (the "Liquidity Premium") equal to the principal amount of the Note multiplied by the Liquidity Premium Rate, plus interest accrued on the principal amount of the Note from the date of the Note to the date of payment.

1. Payment of Principal and Interest: Payments made late charge. However, such payments shall be applied first towards principal and last towards interest.
2. Failure of Taxes and Insurance: Subject to applicable law, failure by the Noteholder to pay taxes and insurance shall give the Noteholder the right to do so at the Noteholder's expense.