

WHEN RECORDED MAIL TO:
AMERISTAR FINANCIAL CORP
1100 E WOODFIELD DR
SUITE 420
SCHAUMBURG, IL 60173
prepared by above

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 JUL 13 PM 3:32

88306693

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15 00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 12, 1988.
The mortgagor is THOMAS J. O'CONNOR, SINGLE AND NEVER MARRIED, TERENCE J. O'CONNOR, SINGLE AND NEVER MARRIED, MICHAEL J. O'CONNOR, SINGLE AND NEVER MARRIED.

(“Borrower”). This Security Instrument is given to AMERISTAR FINANCIAL CORPORATION, A CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS, which is organized and existing under the laws of THE STATE OF CALIFORNIA, and whose address is 3860 LA JOLLA FORTUNADA, SAN DIEGO, CA 92123 (“Lender”).

Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED AND NO/100 Dollars (U.S. \$ 177,300.00). 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 AUGUST 01, 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:

THE SOUTH 40.00 FEET OF LOT 13 IN GOODVILLIE'S SUBDIVISION OF BLOCK 3 IN OGDEN AND JONES SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 SOUTH OF PARK AVENUE, OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-07-412-014-0000

36990388

which has the address of 338 SOUTH OAK PARK AVENUE, OAK PARK,
[Street] [City]

Illinois 60302 (“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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1. THE UNDERTAKING
 I, **NOTARY PUBLIC**, do hereby certify that **TIMOTHY J. O'CONNOR**, **SINGLE**,
 in and for the County and State aforesaid, **NEVER MARRIED**, **WHO**
NEVER MARRIED, **TERENCE J. O'CONNOR**, **SINGLE** AND **NEVER MARRIED** & **MICHAEL J. O'CONNOR**,
NEVER MARRIED, **WHO** **ARE** **PERSONALLY KNOWN** TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S)
ARE **SUBSCRIBED** TO THE FOREGOING INSTRUMENT, APPREARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED
THEY **SIGNED**, **SEAL** AND **DELIVERED** THE SAID INSTRUMENT AS **THEIR**
FREE AND **VOLUNTARY** ETC., FOR THE USES AND PURPOSES THEREIN SET FORTH.
 GIVEN under my hand and notarial seal this **12** day of **July** **1988**
GIVEN under my hand and notarial seal this **12** day of **July** **1988**
 MY COMMISSION EXPIRES: **8-31-88**
 NOTARY PUBLIC

State of Illinois

10

[Space before this line for acknowledgement]

Borrower (Seal) MICHAEL J. O'CONNOR
Borrower (Seal) TIMOTHY J. O'CONNOR
Borrower (Seal) TERRANCE J. O'CONNOR

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider Condominium Rider
 I-4 Family Rider Graduated Payment Rider
 Planned Unit Development Rider

22. **Wavemaker**: *Homesteaded*, Bottrower, waves all right of homesteaded exemption in the Property.

23. **Risk**: *To this Security Instrument*, if one or more rights are excused by Bottrower and recorded together with this Security Instrument, the convenants and agreements of each such holder shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the holder(s) were a part of this Security Instrument. [Check applicable box(es)]

20. Lender in Possession under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender shall be applied first to payment of management costs of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree 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 debt evidenced by 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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower 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 secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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 leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall 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 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 forfeiture of any part of the Property; 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 Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 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 then due, with any excess paid to Borrower. If Borrower 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 change the amount of the payments. If under paragraph 19 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 sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee 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, probate, for condemnation 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 paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender 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.

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18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to remodel all or part of this Security instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable) after sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment entitling this Security instrument to sale under conditions set forth in this Security instrument; or (c) Note had no acceleration occurring: (a) pays Lender all sums which then would be due under this Security instrument and expenses incurred in curing his Secuity instrument, including attorney fees; and (d) takes such action as Borrower may reasonably require to assure that the loan 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 remodelling by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remodel shall not apply in the case of

Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this Period,

prohibited by federal law as of the date of this Security Instrument.

interested in it is sold off to investors (or to a developer) before the final payment is made to the original owner.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any instrument.

The Note which can be given effect without the concurring provision; so this ends the provisions of this security instrument and the Note are declared to be severable.

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.

Botherwise, 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.

second paragraph of Paragraph 17.

13. Legislation Affecting Landers' Rights. If a amendment or application of applicable laws has the effect of reducing will be treated as a partial preparation without any preparation charge Note.

necessary to reduce the charge to the permittee limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower if he makes a timely demand to make this refund by reducing the principal balance of his Note or by making a timely payment to Borrower.

Other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Note without prior Borrower's consent.

11. Security accessories shall be supplied by the manufacturer or supplier of the building or structure, or by the architect or engineer, in accordance with the provisions of Part 17, Building Regulations.

demand and made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy that may be available to it under this Agreement or any other agreement between the parties shall not be a waiver of or preclude the exercise of any right or remedy.

10. **Power 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

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.

to make it easier for clients to claim for damages, Borrower retains its right to repossess or re-enter, 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 of repayment of the sums secured by this Security Instrument, whether or not then due.

If the property is abandoned by Lender or if, after notice to Borrower that the condemner offers taking, Any balance shall be paid to Borrower.

Proceeds, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multipled by the fair market value of the Property immediately before the occurrence of the event described by (b) above.

In the event of a partial 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, such sum as may be paid to the Federal

9. **Condemnation or Award.** The proceeds of any award or claim for damages, direct or consequential which any condemned land shall be paid to the property, or for conveyance in lieu of condemnation, are

the insurance terminates in accordance with Borrower's terms upon written notice to the Agent at the time of or prior to an inspection specifying reasonable cause for the termination.

If Lender requires 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

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OCCUPANCY RIDER TO SECURITY INSTRUMENT AND PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned ("Borrower") agrees that the following provisions shall be incorporated into the Security Instrument (which may be a deed of trust, mortgage, security deed or other security instrument) as well as the Promissory Note of the same date which is secured by said Security Instrument. During such time that the provisions of this Rider shall be in effect, to the extent that its provisions are inconsistent with the provisions of said Security Instrument or Promissory Note, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions.

If the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), Residential Funding Corporation ("RFC") or any other third party buys all or some of Lender's rights under said Security Instrument and Promissory Note, this Rider will no longer have any force or effect. If, thereafter, FHLMC, FNMA, RFC or any other third party should transfer said Security Instrument and Promissory Note to Lender or Lender's successor in interest or assigns, the provisions of this Rider shall thereupon be reinstated.

OWNER-OCCUPANCY REQUIREMENT

As an inducement for Lender to make the loan secured by the Security Instrument, Borrower has agreed to:

- 1) occupy, as Borrower's primary residence, the real property commonly known as
332 SOUTH OAK AVENUE, OAK PARK, IL 60302 ("Real Property")
within 30 days of the date the Security Instrument is recorded, and
- 2) continue to occupy said Real Property through the one-year anniversary date of the recordation of the Security Instrument. Lender may waive this one-year occupancy requirement if Lender, in its sole discretion, determines that Borrower failed to meet this requirement for reasons beyond his or her control.

Borrower acknowledges that Lender would not have agreed to make the loan if the Real Property were not to be owner-occupied and that the interest rate set forth on the face of the Promissory Note, as well as other terms of the loan, were determined as a result of Borrower's representation that the Real Property would be owner-occupied.

Borrower further acknowledges that, among other things, purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchases of loans) typically require that properties securing loans acquired by such purchasers be owner-occupied, and will reject loans for which the security properties are not owner-occupied; the risks involved and the costs of holding and administering a loan are often higher in the case of a loan where the security property is not owner-occupied; and, if and when Lender makes a loan on non-owner-occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties.

Accordingly, in the event the Real Property is not occupied as Borrower's primary residence within 30 days of the recordation of the Security Instrument and through the one-year anniversary date of the recordation of the Security Instrument, the holder of the Promissory Note may, solely at the holder's option, either:

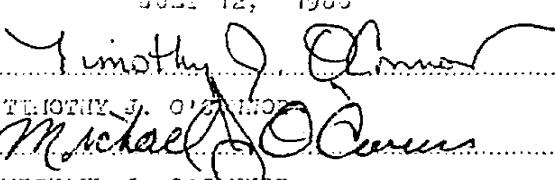
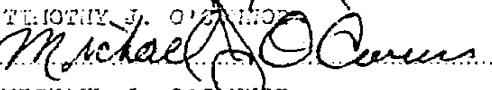
- (a) declare all sums owned under the Promissory Note and secured by the Security Instrument to be immediately due and payable, or
- (b) If the loan's interest rate is fixed, increase the interest rate set forth in the Promissory Note by one percentage point (1.00%), effective the date the Security Instrument was recorded, with all subsequent monthly payments adjusted accordingly; or if the loan's interest rate is adjustable, increase the interest rate, the margin and the limits on adjustments to the interest rate by one-half or one percentage point (.50%), effective the date the Security Instrument was recorded, with all subsequent monthly payments adjusted accordingly.

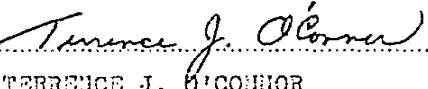
Notwithstanding the above, in no event shall any of the provisions contained herein result in an interest rate in excess of the maximum permitted by law.

If any court of competent jurisdiction determines that any term, covenant, condition or provision herein, or the application thereof to any circumstance is invalid, void or unenforceable, the same shall be deemed severable from the remainder and shall in no way affect any other term, covenant or provision or the application thereof to circumstances other than those to which it is held invalid.

The rights of the Lender hereunder shall be in addition to any other rights of Lender under the Security Instrument or as allowed by law.

DATE JULY 12, 1988


TIMOTHY J. O'CONNOR

MICHAEL J. O'CONNOR


TERRENCE J. O'CONNOR

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NOTE TO SECURITIES PURCHASERS: READ THIS DOCUMENT CAREFULLY BEFORE BUYING THE SECURITIES.

behato-pozitív HbA_{1c}-szinten a gyakorlatban nem mindenki megérzi, hogy ez a védelem az életet is megváltoztatja. Azonban a védelem előtt először a betegnek meg kell tanácsolni, hogy mennyire veszélyeztetett. Ez a tanácsolás a betegnek megmutatja, hogy mennyire veszélyeztetett, és így a beteg eldöntheti, hogy mennyire fontos a védelem.

polimicose, squalene, linoleic acid, α -linolenic acid, palmitic acid, stearic acid, and triglycerides to acids in the aged quince seeds mainly as free fatty acids. The results of this study show that the aged quince seeds contain more polyunsaturated fatty acids than the young ones.

ТРЕБОВАНИЯ К ЗАЩИТЕ РЕЗУЛЬТАТОВ

PRO *en avowal of the same, and the same is to be done by the other party.*

ed) la acimbroasă să se stabilească într-un loc și să poată transporta într-un loc aproape de către o
mobilă sau să se joace într-o casă sau într-o grădină.

...and the first time I had to go to the hospital because of a heart attack, I was so afraid I would die that I didn't even tell my wife what was happening.

Das entomische System (unbelebt) nimmt die Verantwortung für den weiteren Fortschritt und Überleben des Insekts auf. Es ist zuständig, nach einem Schadstoff Kontakt zu erkennen und entsprechende Abwehrmaßnahmen einzuleiten. Es ist zuständig, die eigene Größe, die Qualität und Anzahl reicher Nahrungsangebote sowie die Lebensdauer eines Insekts zu optimieren. Es ist zuständig, die Anzahl der Eiablageplätze zu erhöhen, um die Überlebensrate der Nachkommen zu erhöhen. Es ist zuständig, die Anzahl der Eiablageplätze zu erhöhen, um die Überlebensrate der Nachkommen zu erhöhen.

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gjeldsbestyrke og et representativt samfunnspartnertilvalg med relativt høy vekt av arbeidslivet.

engenheiros que já estão trabalhando em outras cidades e que querem mudar-se para São Paulo. Ainda mais, é um momento propício para investir em imóveis, pois os preços estão baixos, o que é vantajoso para quem quer vender.

process of data reduction and interpretation. In this paper, we propose a new approach to data reduction and interpretation.

est que la loi de l'assurance maladie a été étendue à tout le territoire et que les dépenses

monumental qualities and robustness referred to earlier, reflecting the traditional and highly developed nature of the building and its setting.

Conus fuscus (L.)

missed 50% of the time

19. *Leucosia* *leucostoma* (Fabricius) *Leucosia leucostoma* (Fabricius)