UNOFFICIAL CO

91411001

TOF BANK SAVINGS FEB (Name)

16000 SCHUTHOWN IN FA 4U **AUENUE**

MORTGAGE

\$17.00 TRAN 6088 08/13/91 09:13:00

COOK COUNTY RECORDER

IC08670

THIS MORTGAGE is made this 10 TH day of AHGHST 19 91, between the Mortgagor, MARK J JORETŽ AND CARYL L JORETZ, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee,

TOF BANK SAVINGS FSB

, a corporation organized and

existing under the laws of THE UNITED STATES OF AMERICA whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN

(herein "Lender").

55402

29,492,00 WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ AUGUST 10, 1991 and extensions and renewals which indebted es; is evidenced by Borrower's note dated thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, AUGUST 207 2001 if not sooner paid, due and payable on

To Secure to Leider the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenant, and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK , State of

LOT 97 IN POTAWATTCHI HIGHLANDS, PHASE 1, A SUBDIVISION IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD Alt Tit.

Of County Clarks Office PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 27-35-216-014-0000

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

8050 CHIPPEWA TRAIL,

TINLEY PARK

which has the address of 30477

[Street]

(City)

Illinois

(herein "Property Address");

(Zio Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all casements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are

hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. 092-229-0005918

ILLINOIS - HOME IMPROVEMENT - 1/80 - FRMA/FHLMC UNIFORM INSTRUMENT

BOX 15

LND 35 (6/87) ILL.

UNOFFICIAL COPY

(Space Selow This Line Reserved for Lender and Recorder).

20. Release. Upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage without account only for those rents actually received. bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a

AND FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFAULT 21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has

MORTGAGES OR DEEDS OF TRUST

default under the superior encumbrance and of any sale or other foreclosure action.

In WITNESS WHEREOF, Borrower has executed this Mortgage.

charge to Borrower. Borrower shall pay all costs of recordation, if any.

a Notary Public in and for said county and state, do hereby certify that

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appeared before me this day in person, and ack towledged that - the signed and delivered the said instrument as a free voluntary act, for the uses and purpost a tierein set forth

STATE OF ILLINOIS,

My Commission expires:

bersonally known to me to be the same personally known to be the same personally known

AL COMMISSION JUBUG YEALO. 그성교소문

Given under my hand and official seal, this

ich of the the for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage. (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that

Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deem; & to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Laylt Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event tire, any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the previsions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' [ces" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase. Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and

this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferce, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such onlyn to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower in ty pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrows, a oreach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any same secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereo specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the nate specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or

abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

any condemnation or other aking of the Amperts of par Precedi, or for comyrace in the other security agrees-hereby assigned and shall behalf in tender, supject to by terms of any manages, liet bitrust or other security agrees-ment with a tien which has priority over mis mortgage. 9. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with

related to Lender's interesting the Property

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay indebtedness evidenced by the Mote and late charges as provided in the Mote. i. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

deed of trust if such holder is an institutional lender. such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are

they fall due, Borrower shall hay to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessments, justifinee premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the dutes of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to Pands are pleased as additional security for the sums secured by this Mortgage.

the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The

Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paragrap 1.1 hereof the Property is sold or the Property is otherwise acquired by Lender. Upon payment in full of all suchs secured by this Mortgage, Lender shall promptly refund to Borrower any Funds Lender may require.

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

Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note. the Note and parageagns I and 2 hereof shall buplied by Lender first in payment of amounts payable to Lender by

including Borrower's covenants to make payments whell due. Borrower shall pay or cause to be paid all taxes, under any mortgage, deed of trust or other security, greement with a lien which has priority over this Mortgage, 4. Prior Mortgages and Deeds of Trust; Can per Llens. Borrower shall perform all of Borrower's obligations

insured against loss by fire, hazards included within the term "ederinded coverage", and such other hazards as Lender 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property **Mortgage, an**d leaschold payments or ground rents, if anyf assessments and other charges, tines and impositions attributable to the Property which may attain a priority over this

ogaginoM zith 1920-ziinoing zad floidw noil a diiw momoonga zimuooz 19tho 10 Lender shall have the right to hold the policies and renewals thereot, subject, (the right of any morigage, deed of trust acceptable to Lender and shall include a standard mortgage clause in taker of and in a form acceptable to Lender. that such approval shall not be unreasonably withheld. My insurance polices and renewals thereof shall be in a form The insurance carrier providing the insurance shall be chosen by Earlower subject to approval by Lender; provided,

may require and in such amounts and for such periods as Lender may require.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date proof of loss if not made promptly by Borrower. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Boror to the sums secured by this Mortgage. authorized to collect and apply the insurance proceeds at Lender's option either to restoration of repair of the Property notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is

tions of the condominium or planned unit development, and constituent documents. declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulain a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mor gage is on a unit rower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the

insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including Mortgage, or it any action or proceeding is commenced which materially affects Lender's interest in the Property, then 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall wal oldsoilggs no momoongs norm vivional bins 2 nowerroB maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with

terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other

8. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property, Mothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

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and is incorporated into and shall be deemed to amend and supplements by the undersigned (the "Borrower") to secure Borrower's Variable R	alle Pole to
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:	
(Property Address) The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, ad- justments in the loan term or adjustment to Borrower's final payment amount.	
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Securit follows:	ly Instrument, Borrower and Lender further covenant and agree as
CHANGES IN PAYME'AT' CHEDULE DUE TO INTEREST RA The Note provides for an initial annual interest rate of and payment schedule as follows:	%, and also provides for changes in the interest rate
Borrower's rate will be a variable annual rate of vious business day in the Wall Street Journ allunder "Money Rates" (the some other interest rate index which is compenable and will notify Bor decreases, the interest rate will also decrease by the same amount. If the amount. Lender will recalculate and reset the annual interest rate each flect changes in the index rate. The interest rate will never be more than interest rate in effect on the date 120 days before the final payment is duent in full by the final payment will change annually on each annual the amount of the monthly payment that would be large enough to retain amount in full by the final payment due date. Lender will use the interest (referred to below) to make this calculation. If the Note has not been proportionally payments until paid in full. Interest rate increases may extend the original payments until paid in full. Interest rate increases may extend the original payments until Borrower's final payment will be adjusted so that the unpaid principal notice. Borrower's final payment will be adjusted so that the unpaid principal continue to Borrower a notice of any changes in the payment the change becomes effective.	rrower of the change. If, during the term of the Note, the index rate index rate increases, the interest rate will also increase by the same business day (excludes Saturday, Sunday and legal) holidays), to reduce will be the rate Lender charges after that date. Silversary date of the first payment due date. Lender will determine pay the unpaid principal balance of the Note plus interest on that it trate in effect on the date shown in the notice of payment change with full by the unpaid principal and interest due under the Note have been needle. If he Note has not been paid in full by pal and accrited interest in full on that date. Sincipal and interest due under the Note have been incipal and interest due under the Note have been paid in full by pal and accrited interest in full on that date. Sincipal and interest due under the Note will be paid in full.
If the loan secured by the Security Instrument is subject to a law wh so that the interest or other loan charges collected or to be collected in co loan charge shall be reduced by the amount necessary to reduce the char Borrower which exceeded permitted limits will be refunded to Borrower.	onnection with the loan exceed permitted limits, then: (1) any such rge to the permitted limit; and (2) my sums already collected from

cipal owed under the Note or by making a direct payment to I tial prepayment under the Note.

LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, or at crany part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Variable Rate Rider.

(Scal) (Scal) (Seal) - Borrower

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DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this 16.11 day of 6.000.05 (19) and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

[11 6.000 6.000 fruit. 16.6. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

[12 6.000 6.000 fruit. 16.6. [16.6.] TIMELTY FORE 11. 60.477

[Property Address]

ANIENDED COVEN No. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as allows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity? without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of threey are or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall rin ii Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the clate the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be sub-intend to Lender information required by Lender to evaluate the transferce as if a new loan were being made to the transferce; (2) Lender reasonally determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferce signs an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee is a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing

IN WITNESS WIHEREOF Borrower has executed this Due-On-Transfer Rider.

___(Scal) Borrower

___(Seal) Borrower

CARYL 1. JUNETTZ

Borrowe