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Form 304-9-96 (Rev. 4-9-74)

Form 3014-96 (Rev. 1-9-90)

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (600-397-2341) FORM NO. 1C 2681

ILLINOIS—Single Family—Family Freddie Mac Uniform Instrument

Illinois "Property Address" [ppr Code] 0/0/42

which has the address of 10107 S. HARDING AVE. CEDAR CITY.

Proposed
RETURN TO:
HARRIS BANK ARG
7549 W. 63rd ST.
SUMMIT, ILLINOIS 60501
63-3842

PUBLICANER TAX NO. 24-11-307-002

MORTGAGE

[Leave space above this line for handwriting practice.]

OCONEE COUNTY RECORDER
#06374-A-91-429842
141111 FEBRUARY 22, 1991 15:55:20
DEPT OF RECORDINGS
KATIE, RD

AT&T
BOX 370

370

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 seized 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.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedure Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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.

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Form 204A 9-1980 (upper 3 lines of page)

BANKERS SYSTEMS, INC., ST CLOUD, MINN 56302 // 800-397-2341 FORM MD-11 2691

Any amounts distributed by Lender under this paragraph 7 shall become additional debt of Borrower to the extent of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. **Section 7 of Lenders' Rights in the Property.** 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 condonation or forfeiture 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 (such as a proceeding in bankruptcy), probable, for condonation or forfeiture or to enforce laws or regulations), when Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appealing in court, paying reasonable attorney's 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to participation shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of clause the amount of the payments. If under paragraph 21 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

Lender's loss and Borrower's otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of the Property damaged, or the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restored to the same security or whether or not due, whichever of the two is earlier.

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 in the event of loss if no one made premium payments for 12 consecutive months and renewals notices. However, shall give prompt notice to the insurance company and Lender shall make payment of loss if no one made premium payments by Lender.

5. Hazard or Property 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, floods or flooding, 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 unreasonable withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

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of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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 pre-payment without any prepayment charge under the Note.

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.

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BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302

AT&T
Box 370

MY COMMISSION EXPENSES 1-02-94
MORTAR PLATE, STATE OF ILLINOIS
KATHY HAWES
"OFFICIAL SEAL"
MY COMMISSION EXPENSES

Given under my hand and official seal, this 14th day of August, 1921.

sec fourth.

I, Kathryn Hawes,
a Notary Public in and for said county and state, certify that BRIDGETTE M. SCANTAN-ASSETI, V.P., a Trust Officer
and SUZ ANN TRAJOS-Ass't, Secretary
personally known to me to be the same person(s) whose name(s) _____
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he / she
signed and delivered the instrument as _____ free and voluntary act, for the uses and purposes therein
stated.

STATE OF ILLINOIS, County ss:

(Space Below This Line For Acknowledgment)

[Other(s) specify]

- 1-4 Family Rider**
 - Conditional Rider**
 - Planned Unit Development Rider**
 - Biweekly Payment Rider**
 - Karle Improvement Rider**
 - Second Home Rider**

Instrument. (Check applicable box(es))

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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23. *Waiver of Homestead.* Borrower waives all right of homestead exemption in the Property.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date the default must be cured; (b) the date the default is to cure the default on or before the date the notice is given to Borrower; by whom the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, together with all interest accrued thereon and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and sale of the Property. The notice shall further advise Borrower of any other defense available to it under paragraph 17.

As used in this paragraph (2), "hazardous substances" are those substances determined to be toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead-based paint, radon, formaldehyde, volatile solvents, methanes, materials containing asbestos or formaldehyde, and radioactive materials.

Borrower shall promptly give Lender written notice of any liquidation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance or any governmental law or regulation promulgated by any governmental agency of any kind under which Borrower shall be liable for all necessary remedial actions in accordance with the environmental laws.

20. Hazardous Substances or in the presence, storage, or release of any Hazardous Substances or in the violation of any Environmental Law. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, however, shall have the right to have notice 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 contained in this agreement or (b) entry of a judgment entitling this Security Instrument. Those conditions are the Note has been paid in full under all parts which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (c) payment of any other amounts or expenses; (d) repossession of any other covenants or agreements; (e) repossession of any other instrument and the Note as if no acceleration had occurred; (f) repossession of any other instrument and the Note as if no acceleration had occurred; (g) repossession of any other instrument and the Note as if no acceleration had occurred; (h) repossession of any other instrument and the Note as if no acceleration had occurred; (i) repossession of any other instrument and the Note as if no acceleration had occurred; (j) repossession of any other instrument and the Note as if no acceleration had occurred; (k) repossession of any other instrument and the Note as if no acceleration had occurred; (l) repossession of any other instrument and the Note as if no acceleration had occurred; (m) repossession of any other instrument and the Note as if no acceleration had occurred; (n) repossession of any other instrument and the Note as if no acceleration had occurred; (o) repossession of any other instrument and the Note as if no acceleration had occurred; (p) repossession of any other instrument and the Note as if no acceleration had occurred; (q) repossession of any other instrument and the Note as if no acceleration had occurred; (r) repossession of any other instrument and the Note as if no acceleration had occurred; (s) repossession of any other instrument and the Note as if no acceleration had occurred; (t) repossession of any other instrument and the Note as if no acceleration had occurred; (u) repossession of any other instrument and the Note as if no acceleration had occurred; (v) repossession of any other instrument and the Note as if no acceleration had occurred; (w) repossession of any other instrument and the Note as if no acceleration had occurred; (x) repossession of any other instrument and the Note as if no acceleration had occurred; (y) repossession of any other instrument and the Note as if no acceleration had occurred; (z) repossession of any other instrument and the Note as if no acceleration had occurred.

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 given to Borrower to remediate or 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.

16. Borrower's copy. Borrower shall be given one conforming 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 his 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.

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BIWEEKLY PAYMENT RIDER (Fixed Rate--Without Conversion)

THIS BIWEEKLY PAYMENT RIDER is made this 14th day of AUGUST, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to HARRIS BANK ARGO, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS OR ITS ASSIGNS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

10107 S. HARDING AVE., CHICAGO, IL 60642
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments as follows:

RETURN TO:

HARRIS BANK ARGO
7549 W. 63rd ST.
SUMMIT, ILLINOIS 60501

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on SEPTEMBER 10, 1991. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If on MAY 6, 2004, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my biweekly payments at 7549 WEST 63RD STREET, SUMMIT, IL 60501 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$514.60.

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

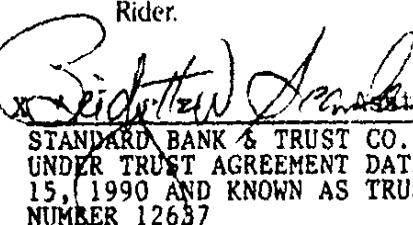
I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

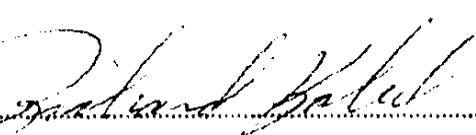
B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

The Security Instrument is amended as follows:

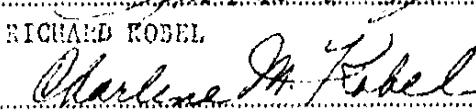
- (1) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
- (2) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.


Richard Kobel, V.P.&T.O.
STANDARD BANK & TRUST CO., TRUSTEE
UNDER TRUST AGREEMENT DATED MAY
15, 1990 AND KNOWN AS TRUST
NUMBER 12637


Richard Kobel

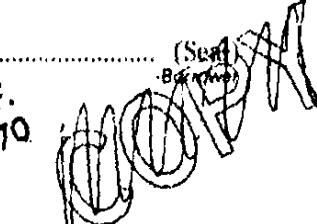
(Seal)
Borrower


Charlene M. Kobel

CHARLENE M. KOBEL

(Seal)
Borrower

**FEXCULPATORY CLAUSE ATTACHED HERETO
AND MADE A PART HEREOF.**


A.T.G.F.
BOX 370

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This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in His capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

Property of Cook County Clerk's Office