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31488926

[Space Above This Line For Recording Data]

SECOND MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 10th
1991. The mortgagor is Alison Ryan Perona, a single woman, never married
Old Kent Bank - Chicago ("Borrower"). This Security Instrument is given to
under the laws of Illinois, and whose address is
233 S. Wacker Drive, Chicago, Illinois 60606 ("Lender").
Borrower owes Lender the principal sum of Seven Thousand and 00/100***** Dollars (U.S. \$ 7,000.00). 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 September 18, 1996. This Security Instrument
secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note, (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 prop-
erty located in Cook County, Illinois:

See Attached Legal

Exhibit "A"

DEPT-01 RECORDING

\$18.00

#2222 TRAN 8225 09/20/91 10:32:00

10069 # 71-488926

COOK COUNTY RECORDER

91488926

which has the address of

801 S. Plymouth Court #502

Chicago

(City)

Illinois 60605

("Property Address").

(Zip Code)

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.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Product 64713

Form 3014 B100 (page 1 of 6 pages)

1991 SAF Systems & Forms, Inc.
Chicago, IL • 1-800-323-3000

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3. **Keeper of Property Insurance.** Borrower shall keep the improvements now existing or hereafter created on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in full force and effect during all periods of borrowing, for the entire period of borrowing, and until the property is sold or disposed of, or until Lender's approval, whichever shall be later.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the pay over of the obligation accrued by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defers a general commencement of the lien in, legal proceedings which is upon operation of law or (c) secures from the holder of the lien an agreement satisfactory to Lender that Lender's attorney will defend the cause of action of the lien. If Lender defers commencement of the lien in a manner acceptable to Lender, Lender shall have the right to sue on the debt at any time after the commencement of the action, and Lender shall have the right to sue on the debt notwithstanding the filing of a counterclaim or other defense by the debtor. Lender may sue on the debt notwithstanding the filing of a counterclaim or other defense by the debtor, and Lender shall have the right to sue on the debt notwithstanding the filing of a counterclaim or other defense by the debtor.

4. **Chargers; leases.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the preparation, which may affect this Security instrument, and leasehold pymtme of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full, thereafter, Borrower shall pay them on time directly to the person and payee named in paragraph 2. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph if Borrower makes due payment directed. Borrower shall promptly furnish to Lender records evidencing the same.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Legend 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 fees due under the Note.

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 become entitled to sell the Property, prior to the acquisition of 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.

If the excess Funds held by Leender exceed the amount as permitted to be held by applicable law, Leender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the annual audit of the Funds held by Leender is not sufficient to pay the Escrow items when due, Leender may so notify Borrower in writing, and, in such case Borrower shall pay to Leender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Leender's sole discretion.

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 or 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 immediately preceding the due date under the Note or 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; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any and (g) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, 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 Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Unless another law shall applies to the Funds due a lesser amount, Lender may estimate the amount of Funds due on the basis of current data and amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable costs of refinements or otherwise Escrow items or otherwise in accordance with applicable law.

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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 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 Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's 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, probate, for condemnation 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. 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu 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.

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This instrument was prepared by Diane Foulkes, Old Kent Bank - Chicago, 233 S. Wacker Dr., Chicago, IL 60606.

Diane Foulkes
Diane Foulkes, Notary Public
(Seal)

1621 day of October, 1994

My Commission Expires 7/1/93
Notary Public, State of Illinois
Commission Expires 7/1/93
OFFICIAL SEAL

and dead and that she executed said instrument for the purposes and uses herein set forth.
Instrument, have executed same, and acknowledge said instrument to be. Hereby free and voluntary act
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing
instrument, have executed same, and acknowledge said instrument to be. Hereby free and voluntary act
of Alison Ryan Petrone personally appeared
Alison Ryan Petrone, a Notary Public in and for said county and state, do hereby certify that

COUNTY OF COOK
STATE OF ILLINOIS
SS:

This document was prepared by
Old Kent Bank - Chicago
233 S. Wacker Drive
Chicago, Illinois 60606
Return to Box 124

Social Security Number
Borrower
(Seal)

Social Security Number
Alison Ryan Petrone
Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument
and in any rider(s) attached by Borrower and recorded with it
and supplements the conventions and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument

- Check applicable boxes
 Adjustable Rate Rider
 Graduated Payment Rider
 Planed Unit Development Rider
 Rate Impairment Rider
 Biweekly Payment Rider
 1-4 Family Rider
 Second Home Rider
 balloon Rider
 Other(s) (specify)

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

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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 prepayment 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.

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

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NOS CULTIGRIM GOUVERNANTS. Bontemps et Legendre émirent leur charte de concession et d'agréement à l'automne.

20. **Hazardous Substances.** Person(s) shall not cause or permit the practice, use, disposal, storage, or release of any Hazardous Substances on or in the Property. 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 Practice if the Property is used for storing quantities of Hazardous Substances that are generally recognized to be appropriate for use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and to investigate or do other action by Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substances used by Borrower shall promptly file a complaint with the appropriate state or federal agency or other action by Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead-based paint, other dangerous materials, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

19. **Salve of Note:** Change of **Loan Servicer**. The Note or a partial interest in the Note (logically with this Security instrument) may be sold out of more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes in the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security Instrument.

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Exhibit "A"

PARCEL 1:

UNIT NUMBER 520 IN 801 SOUTH PLYMOUTH COURT APARTMENT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF LOTS 1 AND 2 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, AND THAT PART OF VACATED SOUTH PLYMOUTH COURT, LYING WEST OF AND ADJOINING LOT 1 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1 AFORESAID, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A-2" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT NUMBER 26 826 100, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR PEDESTRIAN ACCESS AS CREATED BY THE OPERATING COVENANT RECORDED OCTOBER 18, 1983, AS DOCUMENT NUMBER 26 826 098 AND AS CREATED BY DEED FROM LaSALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 26, 1981 AND KNOWN AS TRUST NUMBER 104467 TO COLLEEN M BURTON, DATED NOVEMBER 12, 1983 AND RECORDED NOVEMBER 21, 1983 AS DOCUMENT NUMBER 85 292 203, IN COOK COUNTY, ILLINOIS.

Property Commonly Known as: 801 Plymouth Court #520, Chicago, IL 60605

PIN #17-16-419-007-1091

91468926

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Property of Cook County Clerk's Office