

# UNOFFICIAL COPY

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• DEBT-01 RECORDING \$18.00  
• 745255 MAR 9509 10/01/91 11:34:00  
• 40764-1--91-509752  
• 00000501822655 ORDER

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## MORTGAGE

SEPTEMBER 25, 1991

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 25, 1991**. The  
mortgagor is **YASUO SATO AND KATSUKO SATO, HIS WIFE**

(“Borrower”). This Security Instrument is given to St. Paul Federal Bank for Savings

which is organized and existing under the laws of **United States of America**, and whose address is  
**6700 W. North Ave., Chicago, Illinois 60635**

(“Lender”). Borrower owes Lender the principal sum of **NINETY NINE THOUSAND AND NO /100**  
**99,000.00**. The debt is evidenced

Dollars (U.S. \$ .....). 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 **OCTOBER 1, 2021**. 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 property located in **COOK**, County, Illinois:

LOT 4 IN BLOCK 41 IN HANOVER HIGHLANDS UNIT 6, A SUBDIVISION  
IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE  
10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PTN #07-30-416-004-0000

31509753

7275 NORTHWAY DRIVE HANOVER PARK  
which has the address of ..... [Street] ..... [City]  
Illinois 60103 ("Property Address"); [Zip Code]

**ILLINOIS—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT**

PARKER SYSTEMS INC. ST. BENOIT 1915400-74-600 397-2345 FORM NO. 1A 2/69

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Borrower shall promptly disclaim any right 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) consents in good faith the Lien by, or delegates authority to proceedings with respect thereto to Lender; (c) consents in good faith the Lien by, or delegates authority to proceed with respect thereto to Lender; or (d) consents in good faith the Lien by, or delegates authority to proceed with respect thereto to Lender.

4. **Charges:** Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions, attributable to the property which may affect this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay the difference in the manner provided in paragraph 2, or if not paid in due 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 payments directly, Borrower shall promptly furnish to Lender receipts evidencing

**3. Application of Taxes.** Unless applicable law provides otherwise, all payments or received by Lender under agreements 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.

I upon payment in full of all sums secured by this Security Instrument, I will 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 in the time of acquisition or sale as a credit against the sums due hereunder.

If the Funds held by Landor exceed the amounts permitted to be held by applicable law, Landor shall account to such a seconding trustee.

The Funds shall be held in an account 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 theorrower's debts, unless Lender may not charge for holding and applying the Funds, annually and paying the escrow account, or verifying the escrow terms, unless Lender pays theorrower interest on the Funds and applying the escrow account to make such a charge. However, Lender may require theorrower 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 Lender to do so, Lender shall not be required to pay theorrower any interest or fees for holding the Funds, unless Lender has agreed to do so in writing, showing credits and debits to the Funds and the Fund's balance for which each deposit to the Funds was made. The Fund, are pledged as additional security for all sums secured by the Fund's, Lender shall give to the Fund, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the Fund's balance for which each deposit to the Funds was made. The Fund, are pledged as additional security for all sums secured by the Fund's, Lender shall give to the Fund, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the Fund's balance for which each deposit to the Funds was made.

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 accrue under the Note, (b) yearly insurance as a lien on the property; (c) yearly household expenses or ground rents on the property; (d) any sums payable by Lender to insure the property; (e) yearly hazard or property insurance premiums; (f) any sums payable by Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes & Ins." Lender may, at any time, collect any sum of mortgage insurance premiums, Borrower to account not to exceed the maximum amount a lender for a loan may require for otherwise's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., § 2601 et seq. ("RESPA"). Unless another law that applies to the lesser amount, Lender may estimate the amount of funds due on the basis of current data and reasonable rates of expenditure by the Note and any prepayment and late charges due under the Note.

**THIS STAYED LISTING IS FOR INFORMATION PURPOSES ONLY AND NOT AN OFFICIAL DOCUMENT GOVERNING LISTINGS.** Variations by jurisdiction to constitute a binding security instrument governing real property.

Borrower certifies and warrants that Borrower is lawfully entitled to the estate hereby conveyed and has the right to mortgag[e] and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

**Troublesome.** With all of the improvements now or hereafter erected on the property, and all the easements, appurtenances and fixtures now or hereafter a part of the property, All improvements and additons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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**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, including 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 unreasonably 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.

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, representation 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 requires 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

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15. **Contracting Law; Security Instrument.** 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 of this Security Instrument or clause of the Note contraries with applicable law, such conflict shall not affect 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.

**14. Notices.** Any notice to Borrower or provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the address of Borrower or to the address of another debtor in this Security Instrument if any notice is given to another debtor.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to an law which sets maximum loan charges, and that law is finally interpreted so that the interest of 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 loan charged the permitted limits; (b) any sum already collected from borrower which exceeded the charge to the permitted limits and (c) any sums already collected by reducing the principal owed under Note or by making a prepayment in full under the Note.

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 successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable under and subject to the covenants and agreements of Lender and Borrower who signed this Security Instrument or the Note; (a) is co-signing this Security Instrument only to negotiate, gain and convey that instant amount but does not exceed the Note; (b) is co-signing this Security Instrument or the Note without the intent to convey, gain and receive title to the property or instrument described in the Note; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forgive or cancel by this Security Instrument and (c) agrees that Lender and any other Borrower can agree to pay the sums Borrower's interest in the Property under the terms of this Security Instrument. (d) is in personal liability obligated to pay the sums secured by this Security Instrument and (e) agrees that Lender and any other Borrower can agree to the terms of this Security Instrument or the Note without the Borrower's consent.

11. Borrower Not Releasable: Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums demanded 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 under

Unless I am otherwise advised, I will make available to the public, at least 2 of the findings of such examinations.

If the Property is seized and by Borrower or it, after notice by Landlord to Borrower that the condemned offers to make an award or settle a claim for damages, Borrower wills to respond in writing within 30 days after the notice is given, Landlord is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the same suffered by this Security interest or to the other or the parties to the lease.

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 part payment of the debt, the amount of the Property immediately before the taking is apportioned to the extent 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; which the first 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.

16. Expenses incurred in the defense of an action or suit against the borrower, or in connection with the collection of any amount due him by the borrower.

of the insurance premium may be paid by the insured or by the insurance company, depending on the type of coverage and the terms of the policy.

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**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sum secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or 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 of 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.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, 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 presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, 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: gasoline, kerosene, other flammable or toxic petroleum products, 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.

No. 1 subject to the terms, Borrower and Lender further covenant and agree as follows:

**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 default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which 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, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. 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.

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

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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. [Check applicable boxes]

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 Other(s) [specify] **LOAN RIDER**

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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

*Yasuo Sato* ..... (Seal)  
YASUO SATO -Borrower

Social Security Number .....

*Katsuko Sato* ..... (Seal)  
KATSUKO SATO -Borrower

Social Security Number .....

\_\_\_\_\_  
[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, ..... County ss:

I, .....  
a Notary Public in and for said county and state, certify that .....  
.....  
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 .....  
signed and delivered the instrument as ..... free and voluntary act, for the uses and purposes therein  
set forth.

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

My Commission expires:

.....  
Notary Public

RAYMOND F SEIFFERT  
ST PAUL FEDERAL BANK FOR SAVINGS  
6700 W NORTH AV  
CHICAGO, IL 60635  
9150S752

MAIL TO  
BOX 283

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91509752  
LOAN RIDER

LOAN NO. 051822555  
DATE SEPTEMBER 25, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as

7275 NORTHWAY DRIVE, HANOVER PARK IL 60103

(PROPERTY ADDRESS)

1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

Yasuo Sato  
YASUO SATO

Borrower

Katsuko Sato  
KATSUKO SATO

Borrower

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