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COOK COUNTY RECORDER

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261002228

MORTGAGE

THIS MORTGAGE SECURITY INSTRUMENT IS GIVEN BY **JOHN CHACRO P. THOMAS AND SUSANNA THOMAS, HIS WIFE**, the mortgagor, to **ST. PAUL FEDERAL BANK FOR SAVINGS**

OCTOBER 10, 1991

(“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 to Borrower owes Lender the principal sum of **ONE HUNDRED THIRTY-THREE THOUSAND, SIX HUNDRED AND NO /100** Dollars (U.S. \$ **113,600.00**)

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 **NOVEMBER 1, 2006**. This Security Instrument secures to Lender (i) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (ii) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (iii) 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:

REC'D
COOK CO.
REC'D
TINLEY PARK

LOT 1 IN CHERRY CREEK SOUTH PHASE III BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED OCTOBER 4, 1978 AS DOCUMENT 24656782, IN COOK COUNTY, ILLINOIS.
PIN. #27-26-206-001-0000

which has the address of

17018 S GRISSOM

TINLEY PARK

Illinois **60447** (“Property Address”),
17018 S GRISSOM

ILLINOIS—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

BANKERS SYSTEMS INC. 87-000001 REV. 06/20/88 880-321-2441 FORM NO. 10-24691

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C.R.L. 521
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satisfy the lien or take one or more of the actions set forth above within 10 days of the time of notice. Borrower shall have priority over this Security Instrument, Lender may file any part of the Property in Superior Court of the State of California to a lien which prevents the enforcement of the lien or (c) securies from the holder of the lien an agreement satisfactory to Lender to pay the lien by, or defers payment of the principal amount of the lien in legal proceedings which in the Lender's opinion operate to satisfy the lien by, or defers payment of the principal amount of the lien which has been secured by the SecuritY Instruments; (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 Lender to the payment of the principal amount of the lien by the Lender's attorney unless: Borrower shall promptly discharge any lien which has priority over this SecuritY Instruments; (a)

the payments; (b) Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing this payment; (c) Borrower makes these payments directly. Borrower shall promptly furnish to Lender notices to be paid under this instrument to the person owed payment. Borrower shall provide to Lender all notices of amounts to be paid under this instrument to the named person provided in paragraph 2, so it is not paid in full within 30 days of the date of payment. Borrower shall pay these obligations in the SecuritY Instruments, and Lender shall pay amounts of principal of record ten (10) days after the date of payment. Property which may attain priority over the SecuritY Instruments, charges, taxes and impositions arising under paragraph 2; third, to inertia due; fourth, to any payment claim under the Davis-Bacon Act; second, to amounts payable under paragraphs 1 and 2 shall be applied first to any principal due; and last, to any late charges.

4. Liens. Borrower shall pay all taxes, assessments, charges, taxes and impositions arising under the SecuritY Instruments, and Lender shall be liable for the same.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under section 6 of this SecuritY Instruments:

Lender shall apply any funds held by Lender in the time of acquisition of such as a credit against the sums held by the Property. shall apply any funds held by Lender in the time of acquisition of such as a credit against the sums

Lender shall apply to all sums earned by this SecuritY Instruments, Lender shall promptly refund to Borrower any

deficiency in no more than twelve months, at Lender's sole discretion.

In the case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the

Lender at any time is not sufficient to pay the tax or assessment due, Lender may so notify Borrower held by

Borrower for the excess funds in accordance with the requirements of applicable law. In the amount of the funds held by

If the funds held by Lender exceed the amounts permitted under the law, Lender shall account to

this SecuritY Instruments.

purpose for which each held by the funds was made. The funds are pledged as additional security for all sums saved by Lender, without charge, in annual accounts of the funds, showing credits and debits to the funds and the amounts on the funds. Borrower and Lender may agree in writing however, that interest shall be paid on the funds. Lender shall give to Borrower and Lender may agree to be paid Lender shall not be required to pay Borrower any interest or agreement is made at applicable law requires interest to be paid Lender shall not be required to pay Borrower any interest or applicable law requires interest to be paid Lender shall not be required to pay Borrower any interest or Lender to make such a charge. However, Lender may pass Borrower interest on the funds and applicable law permits account, or verifying the tax or assessment, unless Lender may not charge Borrower for holding and applying the tax or assessment, Lender may not charge Borrower for holding and applying the funds, similarly and applying the tax or assessment Lender, if Lender is such an association or in any federal loan bank, Lender shall apply the funds to pay including Lender, if Lender is such an association or in any federal association, or entity funds shall be held in an escrow account which depositors are insured by a federal agency, instrumentality, or entity reasonable estimates of expenditures of future taxation items of otherwise in accordance with applicable law.

amount not to exceed the lesser of amount Lender may require the amount of funds due on the basis of current data and another law that applies to the funds as a lesser amount, if so Lender may, at any time, collect and hold funds in an

estate Settlement Provisions of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., "RESA"., unless amount a Lender for a legal remedy negotiate loan may require to Borrower a certain amount under the federal Real

heirs are called "Reserve". Lender may, at any time, collect and hold funds to exceed the maximum

Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums. These

loan insurance premiums, if any; (c) ready money payable to Lender in any sum payable by Borrower to Lender immediately payable on demand or payment of property insurance premiums, if already paid

yearly taxes and assessments which may attain priority over this SecuritY Instruments as a lien on the Property; (d) ready

to Lender on the day nonfully payments are due under the Note, until the Note is paid in full, a sum ("Funds"), for (a)

1. Payment of Principal and Interest: Borrower shall promptly pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment and charges due under the Note.

This Section 1.1. combines under one heading instrument real property.

variations by jurisdiction to constitute a uniform security instrument for national use and non-national coverages with limited

Borrower's right to have the Property is lawfully seized of the estate freely conveyed and has the right to mortgage

Instrument. All of the foregoing is referred to in this SecuritY Instruments as the "Property".

Tobacco, with all the improvements now or hereafter created on the property, All improvements and additions shall also be covered by this SecuritY

and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this SecuritY

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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 the 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, 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, 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 her discretion.

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100-21170-001 WHO IS THE BIRKETT GROUP? GLOBO MIN 96300 SWITZERLAND SYSTEMS INC.

Form 3014-990

15. Governing Law; Severability. This Security Instrument shall be governed by the federal law and the law of the state in which the Property is located, in the event that any provision of this Security Instrument is held invalid or unenforceable.

13. Notes. Any notice to Borrower provided for in this Security Instrument shall be given in writing and shall be deemed to have been given to Borrower if delivered personally to Borrower or to Lender when given as provided in this paragraph.

13. Loan Charges. If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other loan charges falls outside of the range permitted by such law, then the loan charges shall be reduced to the maximum amount permitted by such law without any direct payment of attorney's fees.

This class I consider and I believe it deserves an article in its own right. Any application of proceeds to principal shall not exceed or surpass the due date of the monthly payments referred to in paragraphs 1 and 2 or reduce the amount of such payments.

make an award of sole damages. However, trials to respond to a cause within 30 days after the date the notice is given, funds is authorized to defend it a damage.

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 Horowitz in the event of a partial taking of the property in instrument, which is held in trust for the benefit of the security holders, unless otherwise agreed in writing. The sum so held in trust shall be applied to the sums secured by this Security instrument immediately before the taking, unless otherwise and under otherwise agreed in writing, severed by this market value of the property immediately before the taking, as equal to or greater than the amount of the sums which the fair market value of the property immediately before the taking is equal to or greater than the property in instrument, whether or not then due, with any excess paid to Horowitz in the event of a partial taking of the property in instrument, unless otherwise agreed in writing.

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 of the company, or for damages caused by reason of condemnation, shall be paid to lessee.

9. Inspection. Landlord or his agent may make reasonable entries upon and inspections of the Property at any time of day or night to inspect the same for the purpose of ascertaining whether the same is being used in accordance with the terms of this Agreement.

in the amount and for the period that Landlord receives provided by the insurer approved by Landlord coverage in the amount and for the period that Landlord receives insurance which any written agreement between the two parties specifies, until the requirement for insurance ends in accordance with any written agreement between the two parties.

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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 remedy 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 assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, the 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 public safety or environmental protection.

Nox Unocco Contracts. 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 box(es).]

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [specify] **LOAN 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.

X *Chacko P. Thomas* (Seal)
CHACKO P THOMAS -Borrower

Social Security Number *332-21-0249*

Susamma Thomas
X *Susamma C. Thomas SGT* (Seal)
SUSAMMA THOMAS -Borrower

Social Security Number *344-80-6846*

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, *Cook*, County ss:

I, *Raymond F. Seiffert*, a Notary Public in and for said county and state, certify that *CHACKO P. THOMAS AND SUSAMMA THOMAS HIS WIFE*, personally known to me to be the same person(s), whose name(s) *T. H. E. R.* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *they* signed and delivered the instrument as *T. H. E. R.* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *10th* day of *October*, 1991.

My Commission expires:

Notary Public

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

" OFFICIAL SEAL "
JANICE K. FEULNER
NOTARY PUBLIC, STATE OF ILLINOIS
EXPIRATION EXPIRES 1/20/93

MAIL TO

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LOAN RIDER

LOAN NO
DATE

261002228
OCTOBER 10, 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:

17018 S GRISSOM, TINLEY PARK IL 60447

(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

X - Chacko P Thomas
CHACKO P THOMAS
Borrower

X - Susanna C Thomas
SUSANNA THOMAS
Borrower

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