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to or upon which 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's Covenants. is 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.

1. General 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 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 due date monthly payments are due under the Note, until the Note is paid in full, a sum of funds (a) for tax, yearly taxes, and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly household 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 allowed for a federally related mortgage loan as required by Borrower's escrow 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 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 funds, Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an escrow account whose deposits are insured by a federal agency, instrumentality, or entity including Lender or Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items when due by Borrower for holding and applying the Fund, annually, analyzing the escrow account or quarterly if the Escrow Items are paid by Lender to pay Borrower interest on the Funds, and applicable law permits Lender to make such charges. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax appraisal, furnished 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 on 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 otherwise provided 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 7, third to amounts due fourth to principal and last to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessment charges, fines and imposition attributable to the Property, whether or not prior to this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these bills, direct, in the manner provided in paragraph 2, if it is 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 provide discharge or release which has priority over this Security Instrument unless Borrower can demonstrate that the priority of the obligation secured by the lien in dispute is acceptable to Lender, by contests in good faith the validity of the lien or other enforcement of the lien in legal proceedings, which in the Lender's opinion operate to prevent the enforcement of the lien or release from the holder of the better an agreement satisfactory to Lender, notwithstanding the terms of this Security Instrument. If Lender determines that any part of the Property is subject to a lien which is not otherwise covered by this Security Instrument, Lender may issue Borrower a notice identifying the lien. Borrower shall satisfy the lien within one or more of the actions set forth above, within 30 days of the receipt of notice.

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LILLINOS—Serge Farley—Funkie Mac Freddie Mac UNIFORM INSTRUMENT

which has the address of 6914 N. Kolmar Lincolnwood

810-511-118-01 : N12

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RECEIVED
IN THE
CLERK'S OFFICE
OF THE
CITY OF NEW YORK
AT THE
COURT CLERK'S OFFICE
ON THE
15TH DAY OF JUNE
2000
BY [Signature]

9. **Insurance.** If or to the payment of any premium by required by option of Lender, if mortgage insurance is no longer maintained for the period that Lender requires, provided the same is not approved by Lender again becomes required, and if Borrower shall pay the premium required to maintain mortgage insurance in effect, or to provide a cash equivalent to the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender set forth in the Note.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall have Borrower's consent 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 there has been any balance due 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 fair market value 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 payment 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 or 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 by law affect 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, who 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, who is not personally obligated to pay the sums secured by this Security Instrument, and who 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 the 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, for credit on 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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8. Widgeway Trustee. If it shall be required to make any contribution of money by this instrument, the money so required shall be paid to the Widgeway Trustee, if for any reason the money so required cannot be paid to him, or if he declines to accept it, the Widgeway Trustee shall pay the same to the person or persons entitled thereto.

Any amounts due under this Agreement, and any amounts due under any other agreement between the parties, shall be paid to Bonton by this same delivery method.

2. Protection of tender's rights in the property, if tenderer fails to perform the requirements and agreements contained in this Tender Notice or does not accept the award made by the authority.

I attest further and declare that I have read and understood the above instrument and that it is my free and voluntary act.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause under which the right to hold the policies and renewals, if Lender requires, is given to Lender and Lender may make good to Lender for any made payable by Borrower.

5. Hazard of Property InsurrancE: InsurancE providers shall keep the information now existing or hereafter received on the property insured against loss by fire, hazards and included within the term "vacuumed carpetage" and any other hazards, including

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16. Borrower's Copy. Borrower shall be given a true, unamended 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 subject to Laws, or if either the Lender or the Borrower exercises its option to make immediate payment in full of all sums secured by this Security Interest, then, However, if this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Interest.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of grace of at least 30 days from the date the notice is delivered for making a loan upon which Borrower must pay all sums secured by the Security Interest or if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any rights he may have under the Security Interest without further notice and demand of Borrower.

18. Borrower's Right to Reinstate. If Borrower fails to perform certain conditions, Borrower shall have the right to have the Note reinstated if Borrower fails to cure such non-performance within 10 days of such other period as may be specified by the City for non-payment of taxes or legal costs. Property pursuant to my power of sale contained in this Security Instrument shall be subject to acceleration following the Security Instrument. These conditions are that Borrower has paid all taxes and other expenses which would be due under this Security Instrument and the Note as if no acceleration had occurred, plus interest and other expenses or amounts to pay off expenses incurred in enforcing this Security Instrument including, but not limited to, reasonable attorney fees and expenses such action as Lender may take to collect the amount due under the terms of this Security Instrument. Lender's right in the Property and Borrower's obligation to pay the same will not be affected by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations set forth hereby shall remain fully effective as if no acceleration had occurred. The right to reinstate shall not affect the cause of acceleration under paragraph 17.

20. Hazardous Substances. Because staff may be part of the presence, use, disposal, storage, or release of Hazardous Substances on the Property, Retiree shall not allow anyone else to do anything affecting the presence, use, disposal, storage, or release of Hazardous Substances that are generally recognized to be appropriate to

Environmental Liability - If the Property or any part thereof is ever claimed, demanded, law suit or other action by any governmental entity or private party relating to the Property and any Hazardous Substance or Bacteria or other Contaminant(s) on or about the Property, or if Borrower or Lender is notified by any governmental or other entity of any claim or demand relating to any Hazardous Substance affecting the Property, it is necessary that Borrower or Lender be given at least ten (10) days to review such claim or demand and to take such action as may be required under Environmental Law.

For more information, see [Bennett et al. \(2010\)](#), and see [Bennett et al. \(2011\)](#) for a follow-up study.

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 to the title company holding it for 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))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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.

Mary L. Gallagher (Seal)
Mary L. Gallagher - Borrower

Social Security Number 331-44-7018

..... (Seal)
- Borrower

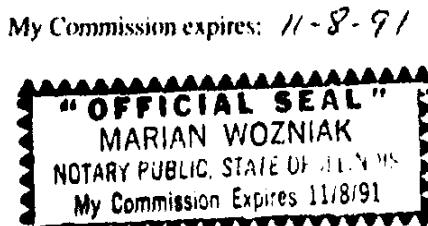
Social Security Number

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, Cook County ss:

I, The Undersigned a Notary Public in and for said county and state, certify that Mary L. Gallagher divorced and not since remarried personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that S. he signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of October 1991



Marian Wozniak
Notary Public

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