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DEPT-01 RECORDING 117.50
7-5555 TEAH 1380 10/29/91 10442100
3028 4 E N 92-564066
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..October 25, 1991.....
19 The mortgagor is ..RANDOLE C. BROWN..... ("Borrower"). This Security Instrument is given to
RIVER VALLEY SAVINGS BANK, ESIL..... which is organized and existing
under the laws of ..UNITED STATES OF AMERICA..... and whose address is ..
300 S.W. JEFFERSON STREET, PEORIA, IL 61602..... ("Lender").
Borrower owes Lender the principal sum of ..FIFTEEN THOUSAND AND 00/100.....
Dollars (U.S. \$15,000.00.....). 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 ..November 1, 2001..... 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:

Lot 15 in Don L. Disc's Subdivision of the South 1/2 of the South 1/2 of
the East 1/2 of the Southeast 1/4 of Section 17, Township 38 North, Range 12,
East of the Third Principal Meridian, (except therefrom the North 33 feet
dedicated for highway purposes by instrument recorded December 6, 1940 as
Document No. 12589984), in Cook County, Illinois

I.D. 18-17-411-006 Volume No. 081

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which has the address of ..6200 So. Blackstone Avenue.....
[Street] LaGrange.....
Illinois60525..... ("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

Form 3040 9/90 (page 1 of 6 pages)

3040 DANKRAFT

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Form 301A Q190 (Page 6 of 6 pages)

(Please Sign Below This Line Reserved For Lender and Recorder)

Ln #01600012

2232 SW Adams, Teora, IL 61602

This document prepared by and should be returned to: River Valley Savings Bank, F.S.B.

Notary Public

My Commission Expires 3-18-15

Notary Public, State of Illinois

Marlene G. McGehee

My Commis

sioner's Seal

Given under my hand and official seal, this 25th day of December 1991

set forth.

As

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s) is/are

do hereby certify that

RANDOLE G. BROWN

I, MARLENE M. WOOD, M.L.H., a Notary Public in and for said county and state,

STATE OF ILLINOIS, C.O.A.K.
County Clerk's Office
999-64516

County ss:

Social Security Number

Borrower

(Seal)

Social Security Number 352-54-9218

Borrower

(Seal)

RANDOLE G. BROWN

Witnesses:

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

- Adjustable Rate Rider condominium Rider 1-4 Family Rider
 Grandparent Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) (Specify) _____

With this Security Instrument, the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, and supplement the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement 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 future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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.

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Form 3011 100 page 3 of 6 pages

23. Waller or Borrower, Lender shall give all right of homestead exemption in the Property.

Instrument without charge to Borrower, Borrower shall pay any recording costs.

22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in

of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument

is not cured or before the date specified in the notice, Lender will file a petition may require immediate payment in full

ceding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure, if the default

shall further injure Borrower or the right to reinstate later acceleration and the right to assert in the Proprietary.

of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The trustee

be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration

debt; and (e) that failure to file a notice to Borrower, by written or electronic mail, to cure the default must

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's

21. Acceleration; Remedies, Lender shall give notice to Borrower further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender fully understand and agree as follows:

that relate to health, safety or environmental protection.

used in this paragraph 20., Environmental Law, means federal laws and laws of the jurisdiction where the Property is located

peculiarities and characteristics, volatile substances, materials containing asbestos or formaldehyde, and radioactive materials. As

by Environmental Law and the following subsections: gaseous, corrosive, other immobile or toxic pollutants products, toxic

As used in this paragraph 20., "Hazardous Substances", are those substances defined as toxic or hazardous substances

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

regulatory authority, that any removal of other remediation of any Hazardous Substances affecting the Property is necessary

Environmental Law of which Borrower has actual knowledge., Borrower learns, or is notified by any government of

any governmental or regulatory agency or private party involving the Property and any Hazardous Substances, if

Borrower shall promptly give timely notice to any investigating, claim, demand, lawsuit or other action by

to normal residential uses and to maintenance of the property.

use, or storage on the Property of small quantities of Hazardous Substances generally recognized to be unpredictable

the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence

of any Hazardous Substances on or in the property Borrower shall not do, nor allow anyone else to do, anything affecting

20. Hazardous Substances, Borrower shall cause or permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by applicable law.

The notice will state the name and address of the new Lessor Service and the address to which payments should be made.

Service, Borrower will be given notice of the change in accordance with paragraph 14 above and applicable law.

also may be due or more frequently than once a month, if there is a change in the lease of the Lessor. If there

known as the "Lessor Service"), that collects monthly payments due under the Note and this Security Instrument. There

instrument may be sold on, or more times without prior notice to Borrower. A note may result in a change in the entity

19. Sale of Assets, Change of Lessor Service, The Note or a partial interest in the Note (together with this Security

right to receive such a note in the case of acceleration under paragraph 17.

instrument and the obligations accrued hereby shall remain fully effective as if no acceleration had occurred. However, this

sums secured by this Security Instrument shall continue unchanged. Upon requalification by Borrower, this Security in

requisite to assure that the lessor of this Security Instrument, Lender's right to the Property and Borrower's obligation to pay

Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably

(a) pays all expenses incurred in enforcing this Security had

Securities instrument; or (b) entry of a judgment enjoining this Security Instrument to any power of sale contained in this

as applicable law may specifically provide, save of the Property pursuant to the earlier of: (a) 3 days (or such other period

entitlement of this Security Instrument disclosed at any time prior to the date of this Security Instrument, Borrower shall have the right to have

18. Borrower's Right to Reminate, If Borrower makes certain conditions, Borrower shall have the right to have

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured

"If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

law as of the date of this Security Instrument.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal

person without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums

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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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Form 301A 800 (page 4 of 6 pages)

16. Borrower's Copy. Borrower shall be given one confirmed copy of this Note and of this Security Instrument in its solid or transcribed (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) interest in the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

are declared to be severable.

17. Transfer of the Property or a Beneficial Interest in Borrower. In the event that any provision of this Note and of this Security Instrument and the Note are given effect without the conflicting provisions, To this end the provisions of this Security Instrument or the Note which conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note unless it is located in which the Property is located. In the event that any provision of this Security Instrument or the Note

jurisdiction in which the Property is located, in the case of this Security Instrument law of the law of the state in which the Property is located by federal law and the law of this state.

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of this state.

19. Notice to Lender. Any notice to Borrower provided for in this Security Instrument shall be given to Borrower or Lender where given as provided for in this Security Instrument to have been received by Borrower or Lender. Any notice

first class mail to Lender's address stated herein or any other address designated by notice to Borrower. Any notice

Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or

any prepayment charge under the Note.

15. Loan Charges. If the loan accrued 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 limits, (b) any such loan charge shall be reduced from Borrower's principal prepayment without

a direct payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making

be reduced to the permitted limits; and (c) any such loan charge shall be reduced under the Note or by making

Borrower's interest in the Property under the terms of this Security Instrument; (d) it is not personal liability obligated to pay the

lender but does not execute the Note: (e) is co-signing; (f) Security Instrument only to nonrigid, rigid and convey the

of paragraphs 17. Borrower's convenants and agreements shall be joint and several. Any Borrower who signs this Security

this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions

of paragraphs 18 and 19, and severability of the Security Instrument.

16. Successors and Assigns; Joint and Several Liability; Co-signers. The conventions and agreements of

a willer or of preclude the exercise of any right or remedy.

Borrower's successors in title, Any forbearance by Lender in exercising any right or remedy shall not be

otherwise modify amortization of the sums accrued by this Security Instrument by reason of any demand made by the original

shall not be required to make the inability of the original Borrower's successor in title for payment of

of Borrower shall not operate to release the original Borrower or Lender to any successor in title or

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in title or

17. Borrower Note Released; Forbearance By Lender Not a Waiver. Extension of the time for payment of

or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of this note of each

unless Lender and Borrower otherwise agree in writing, may apply in full to principal still not extended

or to the sums secured by this Security Instrument, whether or not then due.

is given, Lender is authorized to collect the damages, Borrower fails to respond to Lender to reassertion or receipt of the Property

make an award in certain circumstances, or if, after notice by Lender to Borrower that the date the notice to

if the Property is demanded by Borrower, unless Borrower otherwise agrees to writing or unless otherwise pro-

mediable before the taking, unless Borrower and Lender otherwise agree the taking is a market value law otherwise pro-

which the fair market value of the Property immediately before the taking is less than the amount of the sums secured in

immediately before the taking. Any balance shall be applied to the sums accrued by the Property in

(a) the total amount of the sums accrued immediately before the taking, divided by (b) the fair market value of the Property in

accrued by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sums

by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum

fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured

whether or not then due, with any excess paid to Borrower. In the event of a partial taking the sum secured by this Security

and shall be paid to Lender.

18. Commodification of other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby assigned

any condominium or any award of claim for damages, decree or condemnation, in connection with

give Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect any part of the Property, Lender shall

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