

# UNOFFICIAL COPY

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1991 NOV 12 AM 11:34

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\$18.00

This instrument prepared by  
and should be returned to:

JENNIFER DEMIRO  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
WILLIAM A. PRICE MARRIED TO CHRIS PRICE,

OCTOBER 31, 1991

The mortgagor is.

("Borrower"). This Security Instrument is given to

THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670

(Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FORTY THOUSAND & 00/100

Dollars (U.S. \$ 140,000.00 ).

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, 2006 . 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. #: 14-29-308-001

which has the address of  
Illinois

2629 N. WAYNE AVENUE, CHICAGO  
60614 ("Property Address");  
(Zip Code)

(Street, City).

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

WMP-8R(IL) (01051)

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VMP MORTGAGE FORMS - (312)293-8100 - (800)521-7791

Form 3014 9/90  
Amended 5/91

100-1144-1144

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4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions intitutable to the Property while it may stand priorly over this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay these charges in due manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them directly to the person owed payment. Borrower shall promptly furnish to Lender recitals evidencing payment, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of nonpayment, if this Security instrument provides for a notice period of nonpayment, or to Lender if this instrument is silent as to notice period.

2. Funds for Taxes and Incurvumee. Subjeeti to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monadly payments due the under die Note, until die Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect priority over this Security instrument as a lien on the Property; (b) yearly easement 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; (f) yearly property taxes; and (g) 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 "Fees and Incurred".

primarily of solid materials or dielectrically by the Note sand any preparatory and like characteristics die under the Note.

UNIFORM GOVERNMENTS; BORROWER AND LENDER COVENANT AND URGENT TO TOWNSHIP.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

THIS SECURITY INSTRUMENT combines uniform covenants for normal use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** shall Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, garnish and convey the Property to whomsoever demands, except for encumbrances of record. Borrower warrants and will defend beneficially the title to the Property against all claims and demands, subject to any encumbrances of record.

ALL USES NOW OR HEREAFTER IN THE INFORMATION SHALL BE REPLICATED AND INTEGRATED INTO THE PROPERTY; AND ALL USES NOW OR HEREAFTER IN THE INFORMATION SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT.

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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, 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

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15. **Covering 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 of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument shall be severable.

Individuals with a history of myopia and/or amblyopia, especially those with a family history of myopia, should be referred to a pediatric ophthalmologist for evaluation and treatment.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to Borrower at his address set forth above to Borrower. Any notice provided for in this Security

Furthermore, if a returning teacher participates in the reacquisition, she/he can be credited as a previous placement without the previously used charge under the Note.

make any accommodations with regard to the terms of this Security Instrument or the Note without their Borrower's consent.

12. Successors and Assigees Bound; Joint and Several Liability; Contributors. 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 this Security Instrument.

In the first part, any performance by Lennox in exercising his right or remedy shall not be a waiver of his right or remedy.

11. Borrower Not Released; Partnership Not a Willer. Extension of the time for payment of modifiability of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or of any other party liable under this instrument.

Unilever Lundbeck and BorroWerke therefore agree in writing, 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 of clause 6 of such payments.

If the Property is sold by Borrower, or if, after notice by Lender to Borrower that the condominium 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, either to restoration or repair of the Property or to like sums secured by this Security Instrument, whether or not due.

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, which any excess shall be applied to the sums secured by this Security instrument.

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 [name]

9. **Inspecception.** Lender or his agent may make reasonable entries upon and inspect certain parts of the property. Lender shall give

Payments may no longer be required, if the option of Leander, or insurance coverage (in the amount and for the period that Leander, or insurance coverage is approved by Leander, or insurance company) is available and is obtainable at a reasonable cost.

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23. Whether or not the owner waives all right of homestead exemption in the property without charge to the owner, and may pay his succession costs.

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

21. Acceleration of Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's breach of any covenant in this Security Instrument (but not prior to accelerating under paragraph 17 unless applicable law provides otherwise), the notice shall specify: (a) the default; (b) the action required to cure the default; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default (d) shall fail to cure the default on or before the date specified in the notice may result in acceleration of the Property. The notice shall further inform Borrower of the right to accelerate after acceleration and the right to assert in the foreclosure proceeding, the non-existence of a deficiency 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 proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to attorney's fees and costs of collection.

NON-UNIFORM COVENANTS. Holdover and longer leases under covenant and agrees as follows:

Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the Property and any Lenders Subsidiary or its lessees or operators of the Property or Borrower's knowledge of any other matter which may affect the Property and any Lenders Subsidiary or its lessees or operators of the Property.

**20. Lazardous Substances**, Borrows, shall not cause or permit the presence, use, disposal, storage, or release of any

19. **Role of Notice Change of Lessor Servicer.** The Role or a parallel merger in the Note (logically with this becoming instrument) may be said one of more times without prior notice to Borrower. A site may result in a change of ownership as the Lessor Servicer), has collectors monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lessor Servicer, car number and this Note and this Security Instrument. The notice given written notice of the change in accordance with paragraphs 1A above and applicable law. The notice will state the name and address of the new Lessor Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

If Lender exercises his 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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by law.

16. Borrower's Copy. Borrower shall be given one contoured 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  
sold or transferred (or if it is exchanged) in Borrower is sold or transferred and Borrower is not a natural person without  
Lender's prior written consent, Lender may, at his 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.

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\* CHRIS PRICE SIGNS SOLELY FOR THE PURPOSE OF WAIVING RIGHT OF HOMESTEAD WITHOUT PERSONAL OBLIGATION FOR PAYMENT OF ANY SUMS SECURED BY THIS MORTGAGE.

**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"/> V.A. 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.

Witnesses:

William A. Price (Seal)  
WILLIAM A. PRICE  
-Borrower

Chris Price (Seal)  
\*CHRIS PRICE  
-Borrower

(Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

STATE OF ILLINOIS,

County ss:

I, Patrick M. Bier, a Notary Public in and for said county and state do hereby certify that

WILLIAM A. PRICE MARRIED TO CHRIS PRICE, and Chris Price resided at

William A. Price

, 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 he signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

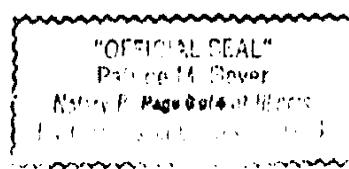
3/10/81 day of

Notary Public

My Commission Expires:

This Instrument was prepared by:

VMP-6R(IL) (9105)



WMP

Form 3014 9/90

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Main Suite 2106  
One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312)732-4000

LOAN # 0000762191  
2629 N. WAYNE AVENUE  
CHICAGO, IL 60614

## LEGAL DESCRIPTION RIDER

LOT 13 IN JOHN P. ALTGELD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 3, IN THE  
SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 29,  
TOWNSHIP 40 N, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

91591945

REAL ESTATE TAX I.D. # :