

UNOFFICIAL COPY

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PT 1-10-164

DEPT-01 RECORDING \$15.00
T#2222 TRAN 1542 11/13/91 11:23:00
#0674 : IS * - 91 - 595911
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

051824663

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 8, 1991 The mortgagor is DENNIS P LYNCH AND SHARON J LYNCH, HIS WIFE

("Borrower") This Security Instrument is given to St. Paul Federal Bank for Savings which is organized and existing under the laws of United States of America and whose address is

6700 W. North Ave, Chicago, Illinois 60635

("Lender") Borrower owes Lender the principal sum of ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS 110,000.00

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 DECEMBER 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 2 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 5 IN BLOCK 2 IN WINSTON KNOLLS UNIT NUMBER 2, BEING A SUBDIVISION OF PARTS OF SECTIONS 19, 20, 29 AND 30, ALL IN TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 14, 1969 AS DOCUMENT 20809713. PIN #02-19-418-036-0000

04183011

which has the address of 4140 N FIRESTONE DR HOFFMAN ESTATES Illinois 60195 ("Property Address")

Form 3014 9-90
[Handwritten initials]

EX-283/8

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Form 3014 990
2007-2008
SFB

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) pays the amount of the lien or (b) obtains a release of the lien in a manner acceptable to Lender. If Lender determines that any part of the Property is subject to a lien which may affect the value of the Property, 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) pays the amount of the lien or (b) obtains a release of the lien in a manner acceptable to Lender. If Lender determines that any part of the Property is subject to a lien which may affect the value of the Property, 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.

4. Charges, Fees, Taxes, Assessments, Charges, Times and Impositions Imputable to the Property.

Borrower shall pay all taxes, assessments, charges, times and impositions imputable to the Property, including but not limited to, property taxes, and shall pay the same when due and in full.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this Security Instrument shall be applied first to any payment that is due under the Note, second to amounts payable under this Security Instrument, and last to any late charges due under this Security Instrument.

Borrower shall pay all taxes, assessments, charges, times and impositions imputable to the Property, including but not limited to, property taxes, and shall pay the same when due and in full.

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7. Funds for Taxes and Insurance.

Borrower shall pay all taxes, assessments, charges, times and impositions imputable to the Property, including but not limited to, property taxes, and shall pay the same when due and in full.

8. Payment of Principal and Interest, Prepayment and Late Charges.

Borrower shall pay all taxes, assessments, charges, times and impositions imputable to the Property, including but not limited to, property taxes, and shall pay the same when due and in full.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

Form 3014 9/90

declared to be severable.

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which can

15. Governing Law: Sovereignty. This Security Instrument shall be governed by Federal law and the law of the

14. Notices. Any notice to Borrower provided for in the Security Instrument shall be given by first class mail or by

13. Loan Charges. If the loan is not made in full at the time of the closing, the Borrower shall be responsible for

12. Successors and Assigns. Joint and Several Liability. The signers of this Security Instrument shall be jointly and

11. Borrower Not Released, Embodied By Entire Note. The Borrower shall remain obligated to pay the

10. Remedies. In the event of a default by the Borrower, the Lender shall have the right to exercise all

9. Inspection. The Lender may, at any time, inspect the property and the records relating to the property

8. Completion. The provisions of this Security Instrument shall be deemed to have been completed

7. The Property. The property described in this Security Instrument shall be deemed to be the property

6. The Lender and Borrower. The Lender and Borrower shall be deemed to have agreed to the terms

5. The Security Instrument. This Security Instrument shall be deemed to be the security instrument

4. The Loan. The loan made by the Lender to the Borrower shall be deemed to be the loan

3. The Note. The note issued by the Borrower to the Lender shall be deemed to be the note

2. The Security Instrument. This Security Instrument shall be deemed to be the security instrument

1. The Property. The property described in this Security Instrument shall be deemed to be the property

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing on the Property insured against loss by fire, hazards included within the term "extended coverage" and by other hazards including floods or flooding, for which Lender requires insurance. This insurance shall be maintained throughout the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower with Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage, Lender, at its or her option, obtain coverage to protect Lender's rights in the Property, to the extent of the amount of the insurance.

All insurance policies and renewals shall be acceptable to Lender and shall be provided to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires it, it may examine the policies and receipts of paid premiums and renewal notices. If the carrier or carriers are not acceptable to Lender, Lender may make proof of loss, if not made promptly by the carrier.

Unless Lender and Borrower otherwise agree in writing, in the event of a loss or damage to the Property, if the restoration or repair is economically feasible, Lender will require that the restoration or repair be completed. If the restoration or repair is not economically feasible, Lender will require that the proceeds of any insurance or proceeds applied to the sums secured by this Security Instrument, which are not otherwise available to Borrower, be used to pay for the restoration or repair of the Property, or, if not available, to pay any amount offered to settle a claim, then Lender may collect the amount of such proceeds from the proceeds of any insurance covering the Property or to pay claims covered by the Security Instrument, or both, to the extent that the amount of such proceeds or the notice is given.

Unless Lender and Borrower otherwise agree in writing, in the event of a loss or damage to the Property which postpones the due date of the payment of any installment due to Borrower, Lender will require that the amount of such proceeds be used to pay for the restoration or repair of the Property, or, if not available, to pay any amount offered to settle a claim, then Lender may collect the amount of such proceeds from the proceeds of any insurance covering the Property or to pay claims covered by the Security Instrument, or both, to the extent that the amount of such proceeds or the notice is given.

6. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower's Lender Application and Leaseholds.

Borrower shall occupy and use the Property in accordance with the terms of the leaseholds and the execution of this Security Instrument and shall not use the Property for any other purpose for at least one year after the date of recording of this Security Instrument, unless such use is not unreasonably withheld, or unless such use is necessary for the repair, reconstruction, or substantial damage or impairment to the Property, in which case such use shall be limited to the time and extent necessary to complete such repair, reconstruction, or substantial damage or impairment. Borrower shall not use the Property for any other purpose which could result in foreclosure of the Property or which would be a breach of the terms of the Lender's security interest. Borrower shall not use the Property for any other purpose or proceeding to be dismissed with prejudice, or which would be a breach of the terms of the Lender's security interest. Borrower shall also be in default if Borrower provides false or inaccurate information or statements to Lender, or if Borrower fails to comply with the terms evidenced by the Note, including the terms of the Lender's security interest in the Property as a principal residence. If the Security Instrument is recorded in the name of the Lender, Borrower agrees not to change the ownership of the Property, or to merge or to the merger in writing.

7. Protection of Lender's Rights in the Property. If the Lender is notified of any action contained in this Security Instrument or that the Lender has a claim against the Property, such as a proceeding, a hearing, a proceeding, or a hearing, Lender may do and pay for whatever is necessary to protect its rights in the Property. Lender's actions may include paying reasonable attorneys' fees and court costs, paying reasonable attorneys' fees and court costs, or paying reasonable attorneys' fees and court costs under this paragraph 7. Lender does not have to be notified.

Any amounts due to Lender under this Security Instrument shall be paid to Lender on the date of payment of the Note, and shall be paid to Lender on the date of payment of the Note.

8. Mortgage Insurance. If Lender is required to obtain mortgage insurance under the Security Instrument, Borrower shall pay the cost of such insurance. If the cost of such insurance, for *reason, the mortgage insurance coverage required by Lender is not available to Borrower, the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance coverage required by Lender, if substantially equivalent mortgage insurance coverage is available to Borrower, such month a sum equal to one-twelfth of the annual cost of such mortgage insurance coverage, or, if the mortgage insurance coverage is not available to Borrower, the cost of such mortgage insurance coverage, shall be paid by Borrower to Lender.*

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the earlier of thirty days (or such other period as applicable by applicable law) or sixty days before sale of the Property pursuant to any power of sale contained in this Security Instrument, or the 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 covenant or agreement, (c) pays all expenses incurred in enforcing this Security Instrument in Indiana, but not limited to reasonable attorney's fees, and (d) takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument, Lender's rights in the Property, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured here by shall remain fully enforceable as if no acceleration had occurred. However, the right to reinstate shall not apply in the event 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 assigned 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 allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The term "Environmental Law" shall not apply to the presence, use, or storage on the Property of such quantities of Hazardous Substances that are generally recognized to be appropriate to normal, intended use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action for any governmental or regulatory cause or private party involving the Property, and any Hazardous Substances or Environmental Law, of which Borrower has actual knowledge. If Borrower learns or is notified by any governmental or regulatory authority that any proposal or other condition of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary and reasonable actions with the governmental Law.

As used in the paragraph 20 "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws and the following: asbestos, radon, oil, kerosene, other flammable or toxic petroleum products, toxic pesticides, and herbicides, volatile solvents, materials containing asbestos or toxic solvents, and radioactive materials. As used in the paragraph 20, "Environmental Law" means any Federal, State, and Local laws and regulations that apply to the Property, its location, or its use, including any environmental protection.

Notwithstanding to Borrower and Lender fully executed and in force 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 the Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

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[Handwritten signatures]

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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 riders were a part of this Security Instrument. [Check applicable boxes.]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Others (specify) **LOAN RIDER**
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

Dennis P Lynch
DENNIS P LYNCH

(Seal)
Borrower

Social Security Number *33*

Sharon J Lynch
SHARON J LYNCH

(Seal)
Borrower

Social Security Number

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, Cook County ss.

I, ANTHONY J LAPAGLIA

a Notary Public in and for said county and state, certify that

DENNIS P LYNCH & SHARON J LYNCH OF ONE

personally known to me to be the same persons whose names

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

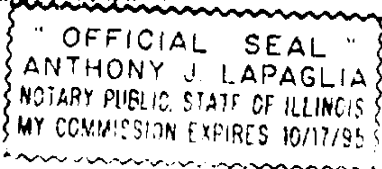
signed and delivered the instrument as A free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this

5TH day of NOVEMBER 1992

My Commission expires

Anthony J Lapaglia
Notary Public



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

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LOAN RIDER 051824663 11 11

LOAN NO 051824663
DATE NOVEMBER 8, 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

4140 N FIRESTONE DR, HOFFMAN ESTATES IL 60195

(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

Dennis P. Lynch

DENNIS P LYNCH Borrower

Sharon J. Lynch

SHARON J LYNCH Borrower

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Pr 1-10-164

Property of Cook County Clerk's Office