

# UNOFFICIAL COPY

17<sup>00</sup>  
17<sup>th</sup>COOK COUNTY, ILLINOIS  
FILER'S COPY

1991 DEC 11 PM 12:00

91649273

(Space Above This Line For Recording Date)

## MORTGAGE

LOAN #117899-5

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 5, 1991. The mortgagor is PATRICK B. VENABLE AND HANNELORE VENABLE, HIS WIFE.

FLEET NATIONAL BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is

11200 W. PARKLAND AVE MILWAUKEE, WISCONSIN 53224

("Borrower"). This Security Instrument is given to ("Lender"). Borrower owes Lender the principal sum of EIGHTY FIVE THOUSAND AND NO/00 Dollars (U.S. \$ 85,000.00). 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

JANUARY 1, 2022. 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

County, Illinois:

COOK

PIN: 13-18-406-019-0000

LOT 38 IN BLOCK 4 IN VOLK BROTHERS MONTROSE RIDGE SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

91649273

which has the address of

4440 N. NATCHEZ  
(Street)HARDWOOD HEIGHTS  
(City)

Illinois

60656  
(Zip Code)

("Property Address")

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1870 (9103)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc.   
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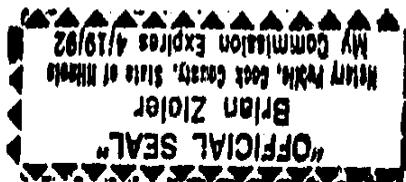
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BOX 333

91649273

Form 3014 QM&P (1976-6/6/1976)

CHICAGO, IL., 60635



Notary Public

2643 N. HARLEM AVE.  
(Name)  
(Address)

This instrument was prepared by  
PLAZER MORTGAGE CORP.

MAIL TO

day of DECEMBER 1994

Given under my hand and official seal, this

fourth,

My Commission expires:

free and voluntary act, for his uses and purposes herein set  
and delivered the said instrument as **THEIR**  
subscribed to the foregoing instrument, prepared before me this day in person, and acknowledged that **THEY** signed  
, personally known to me to be the same persons(s) whose name(s)

do hereby certify that **PATRICK B VENABLE AND HANNELORE VENABLE, HIS WIFE**

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

1. THE UNDERSIGNED

STATE OF ILLINOIS,

Social Security Number \_\_\_\_\_  
Borrower  
(Seal)

Social Security Number \_\_\_\_\_  
Borrower  
(Seal)

Social Security Number **333-54-2021** \_\_\_\_\_  
HANNELORE VENABLE, HIS WIFE  
(Seal)

Social Security Number **386-72-3157** \_\_\_\_\_  
**PATRICK B. VENABLE**  
(Seal)

Witness:

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this  
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Graduated Payment Rider
- Balloon Rider
- Second Home Rider
- Rate Improvement Rider

[Check applicable box(es)]

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.



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4 1 6 4 9 2 7 3

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration, and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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5. Hazarded or Prejudged Insurancce. Borrower shall keep the improvements now existing or hereinafter erected on the property insured against loss by fire, hazards included within the term "extinguished coverage," and any other hazards, including floods or flooding, for which lender requires. This insurance shall be maintained in the amounts and for the

However such prompt disclosure may which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation accepted by the Lien in a manner acceptable to Lender; (b) consents in good faith to the transfer of the property entitling him to the benefit of the Lien; or (c) secures from the Borrower an amount equal to the amount of the Lien.

4. **Chargers**: Borrower shall pay all taxes, assessments, charges, fines and impositions, which may be levied in the property which may stand priority over this Security Instrument, and consequent payments or expenses in respect thereto.

**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.

Article 21, under paragraph 2, shall apply any funds held by lesader in the time of acquisition of title as a credit against the sum paid by the lessor in the time of acquisition of title.

which case the borrower still pay to lender the amount necessary to make up the deficiency. However such make up the deficiency in no more than twelve monthly payments, in lenders sole discretion.

If the Funds held by Landor exceed the amounts permitted to be held by applicable law, Landor shall account to the Fund for the amount held in excess of the permitted amount.

The funds shall be held in escrow until such time as the deposit is made by a federal agency, or in any event, if funds are deposited prior to the time when funds are to be paid to the Fund, under such conditions as may be agreed upon between the Fund and the agency.

1. Payment of principal and interest; preparation and late charges. Borrower shall promptly pay when due the amount of principal and interest by the dates and in amounts set forth in Note and any amounts due under this Note.

**UNIFORM COVENANTS, BURGESS AND LENDER COVENANT AND AGREEMENT**

**THIS SECURITY INSTRUMENT** combines uniform covenants for natural use and non-uniform covenants with limited variations by jurisdiction to constitute a uniformly secure instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully entitled to the estate hereby conveyed and has the right to pursueower warranties and convey the Property in unencumbered, except for encumbrances of record, mortgage, legal and convey the Property and that the title to the Property agglomera all claims and demands, subject to any encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter received on the property, and **all fixtures, how or wherever** now or hereafter received to fit this Security instrument as "Property." **All replacementments and additions** shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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~~9 1 6 1 9 3 7 3~~

**General Lumber Building Products Inc.**

Sample Family - Family Structure - Economic Circumstances 9/96 (page 3 of 6 pages)

Digitized by srujanika@gmail.com

9. Inspection. Leader of his agency may make reasonable entries upon and inspections of the Property. Leader shall give Borrower notice in the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Multilevel Insurance, If Leander receives such pay by the premiums he has paid to the insurance company, this would be a condition of his employment. Leander's employer would be liable for the premiums if Leander were to leave the company before the end of the year.

Any amounts disburseable by Lender under this paragraph 7 shall become deductible in the amount of Borrower's 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.

In contrast, paying reasonable amounts less and entering on the property to make repairs without a Leinster may take action under the parangraph 7, Leinster does not have to do so.

7. **Protection of Lender's Rights in the Property.** It is the intention of the parties to perform the covenants and agreements contained in this Security Instrument, in the manner set forth above, and to protect the rights of the Lender in the property described in Article I.

Unless Lesender and Bortowever otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If under paragraph 2 the Property is sold by Lesender, Bortowever & Bigh to any insurance policies and proceeds resulting from damage to the Property prior to the completion shall pass to Lesender to the extent of the sums secured by this Security.

All insurance policies shall be negotiable to transfer and shall include a standard mortgage clause. Under All insurance policies and renewals shall be negotiable to transfer and shall include a standard mortgage clause. Under

perlatas that I understand perfectly. The instrument can never provide me with the pleasure which I have had in the hands of Mr. Bowditch. It however fails to interest me in navigation as much as it does in the properties of numbers.

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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 then due, with any excess 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 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 total amount 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 payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Relensed; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification 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 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 be a waiver of 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: (a) 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; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) 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 this 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 charge under 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.

**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 this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as