

PREPARED BY:  
TINA DZINGELESKI  
SCHAUMBURG, IL 60173

# UNOFFICIAL COPY

44-161

RECORD AND RETURN TO:  
MORTGAGE CAPITAL CORPORATION  
1000 E. WOODFIELD ROAD-SUITE 240  
SCHAUMBURG, ILLINOIS 60173



91142670

(Space Above This Line For Recording Data)

0057483146

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 21, 1991  
The mortgagor is TIMOTHY J. PETREY  
AND ROSEMARIE PETREY, HUSBAND AND WIFE

S1254535

M

("Borrower"). This Security Instrument is given to MORTGAGE CAPITAL CORPORATION, which is organized and existing under the laws of THE STATE OF MINNESOTA, and whose address is 111 EAST KELLOGG BOULEVARD, ST. PAUL, MINNESOTA 55101 ("Lender"). Borrower owes Lender the principal sum of NINETY THOUSAND AND 00/100 Dollars (U.S. \$ 90,000.00). 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 APRIL 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; (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:

LOT 63 EXCEPT THE EAST ONE FOOT THEREOF AND ALL OF LOT 64, IN E. A. CUMMINGS AND COMPANY'S MADISON STREET ADDITION, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED DECEMBER 20, 1890 AS DOCUMENT NUMBER 1391773, IN COOK COUNTY, ILLINOIS.

91142670

DEPT-01 RECORDING \$15.29  
76668 TRAN 3025 04/01/91 11:18:00  
44376 91-142670  
COOK COUNTY RECORDER

15-13-102-037

which has the address of 7627 MONROE STREET  
(Street)Illinois 60130 ("Property Address");  
(zip code)FOREST PARK  
(city)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

**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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: \_\_\_\_\_  
MD-284 Rev.10/89 14604

Page 1 of 4

Form 2014 12/83 p.1 DPS 420  
Amended 5/87  
1501  
04/01/91 11:18:00

# UNOFFICIAL COPY

DISCLAIMER

Property of Cook County Clerk's Office

RECEIVED  
COOK COUNTY CLERK'S OFFICE

**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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**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 household 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 obligations 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 forfeiture of any part of the Property; 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 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 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.

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 the 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 19 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. PRESERVATION and MAINTENANCE of PROPERTY; LEASEHOLDS.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. PROTECTION of LENDER'S RIGHTS in the PROPERTY; MORTGAGE INSURANCE.** 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 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.

91142670

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

144-35344

# UNOFFICIAL COPY

91142670

Borrower(s) initials \_\_\_\_\_ Page 3 of 4 \_\_\_\_\_ Date \_\_\_\_\_

models permitted by the Security Instrument will not further notice or demand on Borrower.

If Lender exercises its option to make outlays of this nature, it may do so at any time during the period of existence of this Note.

natural person) without Landlord's prior written consent, Landlord may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercisable by Landlord if exercise is prohibited by law.

17. TRANSFERS OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER'S COPY. - Borrower shall be given one copy of the Note and of this Settlement instrument if it is sold or transferred (or if a portion thereof is sold or transferred) and Borrower is not a party thereto in whole or in part.

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.

**15. GOVERNMENT LAW / SEVERABILITY.** This Security instrument shall be governed by federal law and the law of the state or territory in which the property is located. In the event that any provision of this Security instrument or clause of the Note conflicts with the applicable law, such conflict shall not affect other clauses of this Security instrument or the Note.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Paragraph.

Proposed address of any other mail service provider shall be given by the postmaster to the letter carrier to whom notices of non-delivery or damage to letters or packages shall be addressed.

of paragraph 17, **14.2. NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to Borrower at the address specified in the second paragraph of paragraph 18, or, if earlier, address specified in this option), during such time as

renders the above provision of this Note or this Security instrument unnecessary according to its terms, lender, at its option,

parallel legislation without any amendment to our notes, it is recommended that the reduction will be introduced as a parallel proposal to accompany our application of the principle of symmetry under the Note.

necessary to reduce the charge to the permitted limit) and (b) any sums already collected from Borrower which exceeded limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed

charges, and each loan is finally interpreted so that the borrower is subject to a law which sets maximum loan commutation with the loan departmentalized. It is any such loan charged shall be reduced by the amount collected in

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

This Security Instrument is executed by John Smith (hereinafter referred to as "Lender") and Jane Doe (hereinafter referred to as "Borrower"), in the presence of Witness 1 and Witness 2, at 123 Main Street, Anytown, USA on 10/20/2023. This instrument is a personal obligation of the Borrower and is not negotiable.

of this Security Instrument shall be held by the Successors and Assigns of Borrower, subject to the provisions of paragraph 17.

By the original Boarders of Buxworth's success in intercepting any forbearing by Leander in exercising any right or remedy by the original Boarders of Buxworth's success in intercepting any forbearing by Leander in exercising any right or remedy

Lender shall not be liable for any damages arising from the use of any information contained in this document or any other document furnished by Seller to Lender in connection with the transaction contemplated hereby.

10. BORROWER NOT RELEASED; FORBEARING NOT WAIVED. Extension of time for payment or modification of this Note shall not operate to release Borrower or Borowers from responsibilities in this Note.

Under and subject to the terms and conditions set forth in this Note, Borrower shall not extend or renew this Note or any of the obligations contained herein without the prior written consent of Lender.

An award of costs 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 restore or repair of the Property or

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make payment to Borrower,

unlawful Borrower and Lender otherwise agrees in writing, the sums secured by this Security Instrument shall be reduced by the total amount of the sum(s) advanced by the Lender under this Note prior to the date of acceleration.

In the event of a total taking of title 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, the proceeds shall be applied to the sums secured by this Security instrument.

**9. CONSEQUENTIATION** The proceeds of any award or claim for damages, direct or consequential, in lieu of condamnation with any condemnation of other property, or for conveyance in lieu of condemnation, are hereby

**8. INSPECTION.** Under or its agents may make reasonable entries upon and inspect premises occupied by Borrowers with whom it has business relations for the purpose of ascertaining whether they are in compliance with the terms of this Agreement.

It is important to understand that a standard mortgage insurance premium is based on the principal amount of the loan, not the total cost of the home. This means that if you put down a larger down payment, your monthly mortgage payments will be lower, but your monthly mortgage insurance premium will also be lower.

Securitify Instruments Unitless Borrower and Lender agrees to older terms of Paymenet, those anomalies shall doar interrese from the date of instrument payment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this  
005748314

THE STATE OF CALIFORNIA, DEPARTMENT OF MOTOR VEHICLES, REVENUE DIVISION

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

COOK COUNTY  
CLERK'S OFFICE

The seal is circular with a five-pointed star in the center. The outer ring contains the text "THE GREAT SEAL OF THE COMMONWEALTH OF MASSACHUSETTS".

### My Commission Express:

Given under my hand and official seal, this  
day of July, 1968.  
John G. Blyden  
Forgoing all instruments, appeared before me this day in person, and acknowledged that THEY  
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and  
purposes therein set forth.

1. *RECEIVED*  
, a Notary Public in and  
for said County and State, do hereby certify that  
HIS/HER AND ROSEMARIE PETTREY,  
TIMOTHY J. PETTREY AND ROSEMARIE PETTREY,  
MURKIN AND WIFE

BY SIGNING BELOW, BDROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BDROWER AND RECORDED WITH IT.

<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"/> Other(s) (Specify) _____
--	--	---	--	---	---

19. ACCELERATION; REMEDIES. FOLLOWING NOTICES SHALL GIVE NOTICE TO BORROWER'S ATTORNEY UNDER PARAGRAPHS 13 AND 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISE. THE NOTICE SHALL SPECIFY: (A) THE DATE FROM THE NOTICE IS GIVEN 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 IT WILLURE 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, FORCLOSURE BY JUDICIAL PROCEEDING AND SALE OF PROPERTY, THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO RESUME AFTER ACCELERATION AND THE RIGHT TO ASSESS IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFault OR ANY OTHER ACCELERATION AND OF BORROWER TO ACCERLATION AND FORCLOSURE. 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 INSTITUTE WITHOUT DEMAND AND MAY FORCLOSE THIS INSTRUMENT BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

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 applicable) law may specify for reinstatement) before a sale of this Property pursuant to any Power of Sale contained in this instrument; or (b) entry of a judgment attaching this Security Instrument to any Power of Sale of a judgment debtor who has been granted a stay of proceedings by a court of competent jurisdiction.

19. NON-JUDGMENT COVENANTS. Borrower shall have the right to reinstate this instrument if: (a) 5 days (or such other period as applicable) law may specify for reinstatement) before a sale of this Property pursuant to any Power of Sale of a judgment debtor who has been granted a stay of proceedings by a court of competent jurisdiction; (b) entry of a judgment attaching this Security Instrument to any Power of Sale of a judgment debtor who has been granted a stay of proceedings by a court of competent jurisdiction; or (c) payment in full of all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (d) cure of any default of any other covanants or agreements of this instrument; (e) pay all expenses incurred in enforcing this instrument, including, but not limited to, reasonable attorney's fees; and (f) take such action as lender may reasonably require to assure that the sum secured by this instrument is paid in full.

This Security Instrument is unenforceable if: (a) it purports to give lender the right to accelerate the Note before the Note is due; (b) it purports to give lender the right to require payment of all sums which then would be due under this Security Instrument and the Note had no acceleration; (c) it purports to give lender the right to require payment of all sums which then would be due under this Security Instrument and the Note had no acceleration; or (d) it purports to give lender the right to require payment of all sums which then would be due under this Security Instrument and the Note had no acceleration.

However, this right to reinstate shall not apply in the case of acceleration as if no acceleration had occurred.

# UNOFFICIAL COPY

MEMBER B. Durham Co.  
JAS JACINTO.

Property of Cook County Clerk's Office