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MORTGAGE

Loan # 7113186

THIS MORTGAGE ("Security Instrument") is given on **April 26, 1991** by
DONALD L. PETRAMALE and DIANE M. PETRAMALE, His Wife

The mortgagor is

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

Midwest Funding Corporation

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **1020 31st Street Suite 401, Downers Grove, Illinois 60515**

(Lender). Borrower owes Lender the principal sum of **Four hundred seventy-two thousand five hundred and NO/100 - - - - - Dollars (U.S. \$ 472,500.00)**

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 **MAY 1, 2021**.

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

LOT 75 IN INVERNESS HILLS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Item # 02-07-405-027

which has the address of

Illinois

60010

[Zip Code]

1518 CUTHRIE DRIVE, INVERNESS

("Property Address")

[Street, City]

1824

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19. Borrower's copy. Borrower shall be given one copy of the Note and of this Security Instrument.

13. **Joint Committee.** If the joint committee by this Statute is substituted as a substitute for the joint committee which exists maximum joint committee under the Statute.

12. **Successors and Assignees Bound; Joint and Several Liability**. The co-venturants and assignees of this security instrument shall bind and benefit the successors and assigns of joint and several liability, subject to the provisions of this security instrument.

unless I either add *allowance* or *allowable* above *allowing*, any application of proceeds to principal shall not exceed to postpone the due date of the maturity of proceedings if I add 2 to change the amount of such payments.

If the property is damaged by deterioration or neglect, or if the property is rendered unsafe by reason of deterioration from the ordinary course of events or from the acts of the owner, the owner shall be liable to the person who suffers damage.

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 the Lender has an excess paid to the Lender and Lender otherwise agree in writing the amount of the sums secured by this Security instrument before the taking is equal to or greater than the amount of the Property in which the Lender has a title of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing the amount of the sums secured by this Security instrument before the taking is equal to the event of a partial taking of the Property in which the Lender has a title of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing the amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds unpaid by the Lender in the following manner:

101. **Undermining**: The process of any action or word of ours for damage, direct or consequential, in combination with any communication to others taking of any part of the property, or for conveyance in law of condominiums we hereby assented and shall be paid to Landlord.

26. Inspectorate: I expect to us again this time reasonable entries upon and inspections to the property. I expect such a case

pay benefits only to the extent of coverage during the period for which the premium was paid by the member, or to the extent of coverage during the period for which the premium was paid by the member, if insurance coverage terminates during the period for which the premium was paid by the member.

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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.

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. Section 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.

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A CHARGE ASSESSED BY LENDER IN CONNEXION WITH BORROWER'S SETTLEMENT THIS
SECURITY INSTRUMENT TO PAY THE COST OF AN ATTORNEY'S FEES AND EXPENSES
SHALL NOT BE A CHARGE FOR THE PURPOSE OF BANKRUPTCY.

Form 3014 9/90

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument until paid in full.

7. **Protection of Lender's Rights in the Property.** It Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or guardianship) or if Borrower fails to comply with any applicable laws or regulations, Lender may do and proceed in accordance with the terms of this Security Instrument to protect its interest in the Property.

positive due to the unique payoffs received by the members of the partnership and 2) to change the amount of the payments if positive payoffs are received by the members of the partnership.

Proposed amendment: If the resolution of the shareholders to expand its authorized shares by applying to the relevant authority for registration of the proposed increase in the number of shares is not passed, it may still be applied to the relevant authority for registration of the proposed increase in the number of shares.

All insurance policies and renewals shall be susceptible to forfeiture and shall include a standard noncancel clause under which have the right to hold the policies and renewals. If tendered premiums, **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.

2.1. HAZARD OF PROPERTY INSURANCE: Borrower shall keep the improvements now existing or hereafter erected on the property, against loss by fire, hazards included within the term "extended coverage" and as other hazards, including flood, for which liability insurance is available. This insurance shall be maintained in the amounts and for the periods specified above, to protect the property of the Borrower from such hazards.

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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 for it 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 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 hen 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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ADJUSTABLE RATE RIDER 7-9-4

(7/23 Loan July 1, 1998 Change Date)

THIS ADJUSTABLE RATE RIDER is made this 26TH day of APRIL, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1518 GUTHRIE DRIVE
INVERNESS, ILLINOIS 60010

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGE

The Note provides for an initial interest rate of 9.625%. The Note provides for a change in the interest rate and the monthly payment, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGE

(A) Change Date

The interest rate I will pay may change on the first day of July 1, 1998. The date on which my interest rate could change is called a "Change Date."

(B) The Index

On the Change Date, my interest rate will be based on an Index. The "Index" is the Federal National Mortgage Association posted yield on 30 year mortgage commitments for delivery within 30 days, as made available in the Wall Street Journal. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding one and one-half percentage points (1.50%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0.125%). This rounded amount will be my new interest rate, and will be my interest rate for the remainder of the Note's term.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than 25.00%.

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(E) Effective Date of Change

My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date.

(F) Notice of Change

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of the change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


DONALD L. PETRAMALE

(Seal)
Borrower


DIANE M. PETRAMALE

(Seal)
Borrower(Seal)
Borrower