

UNOFFICIAL COPY

91221280

DEPT-01 RECORDING \$16.00
T#5333 TRAN 1117 05/09/91 16:08:00
#3516 + C *-91-221280
COOK COUNTY RECORDER

Box 163

(Space Above This Line For Recording Data)

MORTGAGE

09-58-15163

THIS MORTGAGE ("Security Instrument") is given on April 25
19 91 . The mortgagor is TERRENCE E. ROE AND MARIANNE L. ROE, HIS WIFE
("Borrower"). This Security Instrument is given to
AMERICAN HOME FINANCE, INC. , which is organized and existing
under the laws of ILLINOIS , and whose address is 1250 WEST NORTHWEST
HIGHWAY, SUITE 700, PALATINE, ILLINOIS 60067 ("Lender").
Borrower owes Lender the principal sum of Sixty-Five Thousand and No/100 -----
Dollars (U.S. \$ 65,000.00). This debt is evidenced by Borrower's note
dated the same date as this Sec. Inst. Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on May 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:

SEE ATTACHED/REVERSE FOR LEGAL DESCRIPTION

91221280

which has the address of 6029 BROOKWOOD DRIVE , OAK FOREST
[Street] [City]

Illinois 60452 ("Property Address");
[Zip Code]

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form No. 1876 (8808)

16.00
To Reorder Please Call: Great Lakes Business Forms, Inc.
USA 1-800-253-0209 MI 1-800-356-2643 FAX (616) 791-1131

Form 3014 12/83

UNOFFICIAL COPY

912441280

The official seal of the Notary Public State of Illinois, featuring a circular design with the text "OFFICIAL SEAL" at the bottom, "NOTARY PUBLIC STATE OF ILLINOIS" around the middle, and "MY COMMISSION EXPIRES 30 APR 1994" at the top.

PALATINE, ILLINOIS 60067
(Name)
ROSE HOLUBECKI
(Address)

This instrument was prepared by:

My Commission expires:

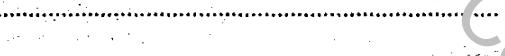
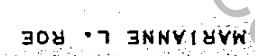
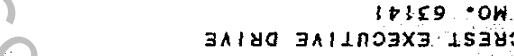
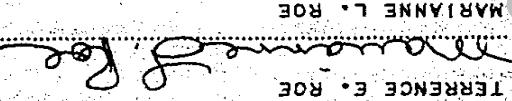
Given under my hand and official seal, this 25th day of April 1991
set forth.

THEIR free and voluntary act, for the uses and purposes herein
signed and delivered the said instrument as

1. **Danilej Cukic**
2. Notary Public in and for said county and state.

STATE OF ILLINOIS.

U. Daniel Culicek

CORRIDOR AND RETURN TO:	RK TWAIN BANK
TERRENCE E. ROE	140 WOODCREST EXECUTIVE DRIVE
MARIANNE L. ROE	LOUISVILLE, MO. 63141
	
	
	
	
	
	

BY SIGNING BELOW, BAZTAN ACCEPTS AGREEMENTS TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORTOWER AND RECORDED WITH IT.

22. **Waiver of Homestead**. Borrower waives all right of homestead excepted as follows:

23. **Riders to the Security Instrument**. The following riders are incorporated into this Security Instrument:

 - Condominium Rider**
 - 2-4 Family Rider**
 - Adjustable Rate Rider**
 - Planned Unit Development Rider**
 - Graduated Payment Rider**
 - Other(s) [Specify]**

Instrument 11, Conventions and Agreements of each such instrument as if the rider(s) were a part of this Security Instrument.

Supplemental box(es)]

Instrument 11, Conventions and Agreements of each such instrument as if the rider(s) were a part of this Security Instrument.

19. ACCREDITATION; 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 paragraphs 13 and 17 unless non-Uniform Conventions otherwise provide), the notice shall specify: (a) the debt(s); (b) the action required to cure the default; (c) the notice period specified in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless non-Uniform Conventions otherwise provide); (d) the date before the notice may result in acceleration must be cured; and (e) that failure to cure the default on or before the date specified in the notice may result in acceleration further secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further describe the debt specified in the notice to Borrower, by which the default must be cured.



UNOFFICIAL COPY

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") 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.

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. 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 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 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 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 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.

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.

91221280

UNOFFICIAL COPY

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time during or before the period as specified in the applicable law. Borrower may apply for reinstatement before sale of the property pursuant to any power of sale contained in this instrument; or (b) enforces a judgment entitling him to security interest in this instrument. Those conditions are that Borrower: (a) pays all expenses incurred in accelerating this instrument; or (b) enrolls all sums which then would be due under this Security Interest in this instrument and the Note had no acceleration effected; (c) pays all expenses incurred in enforcing this instrument; and the Note had no acceleration effected; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument continues; (e) pays all other amounts due under this instrument; and (f) takes such action as Lender may reasonably require to reinstate this instrument and the Note had no acceleration effected.

17. TRANSFER OF TITLE. Property or a beneficial interest in Borrower. If all or any part of the Note and/or instruments, documents, or copies thereof given shall be exercised by Lender in full sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person's prior written consent, Lender may, at its option, require immediate payment in full of all sums without notice. Lender's right to exercise this option shall not be affected by any provision in the Note or any other instrument which purports to limit or prohibit Lender's exercise of this option.

13. GOVERNMENT LAW; SEVERABILITY. In the event that any provision of this Security Instrument shall be governed by or declared invalid under the laws of any jurisdiction in which the Security Instrument is located, such provision shall be given effect without the conflict of law provisions of this Note which can be given effect throughout the State of New York, and the remaining provisions of this Note shall remain in full force and effect.

mailing it by first-class mail unless provided for in this security instrument or by notice to Lender provided for in this paragraph.

13. **Redefining Any Provision of the Note or This Security Instrument**. (i) **Amendment.** (ii) **Waiver.** The entire intent of this Note or this Security Instrument may be modified by a written agreement between the Lender and the Borrower.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is unreasonably 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 limits, and (b) any sums already collected from Borrower which exceed the 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 payoff under the Note.

This Security Instrument shall be joint and several liability between Lender and Borrower, subject to the provisions of Paragraph 17, Borrower's Covenants, and the terms and conditions set forth in this instrument. Any Borrower who violates this Security Instrument shall be liable to Lender and Borrower, subject to the terms and conditions of this instrument.

shall not be a waiver of or preclude the exercise of any right or remedy.

make an award of 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.

If the Property is abandoned by Borrower or if a title defect by Lender to Borrower that the condominium objects to paid to Borrower.

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, the proceeds divided by the fair market value of the Property remaining after the taking, any balance shall be applied to the sums secured by this Security instrument.

Borrower shall pay the premium required to maintain the insurance such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement until or after the date of payment of the principal amount of the note, subject to such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement.

UNOFFICIAL COPY

9 1 2 2 1 2 9 0.

LOT 60 IN LAGRANDE VISTA UNIT #3, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 28-17-312-005

91221280

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

08321216