

# UNOFFICIAL COPY

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91281196

STATE OF ILLINOIS  
COUNTY OF COOK

I, CAROL MOSELEY BRAUN, RECORDER, AND KEEPER OF THE RECORDS OF SAID RECORDER, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT THE FOLLOWING IS A TRUE AND CORRECT PHOTOGRAPHIC COPY OF THE RECORD OF A CERTAIN INSTRUMENT FILED IN SAID OFFICE THE TENTH DAY OF DECEMBER 19 90 A.D. AS DOCUMENT NUMBER 90598456 RECORDED IN XXXXXX JACKET OF RECORDS, AT PAGE 5 PAGES

91281196

DEPT-01 RECORDING \$17.00  
14555 TRAN 2074 06/11/91 16:02:00  
\$9966 E \* -91-281196  
COOK COUNTY RECORDER

961196

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT CHICAGO, THIS ELEVENTH DAY OF JUNE 19 91 A.D.

Carol Moseley Braun  
RECORDER

FORM #246

\* This document is being re-recorded to correct the chain of title.

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PROPERTY OF STATE  
OF ILLINOIS

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305 1000

PROPERTY OF STATE  
OF ILLINOIS  
CLERK OF COURT

EXHIBIT TO CASE NO. 123456789

RECEIVED

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BOX 260

90594456

(Space Above This Line For Recording Date)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 29 1997 TO THE mortgagee (LORNA A. DEWASZ AND HER HUSBAND JAMES W. DEWASZ)

("Borrower") and Security Instrument is given to (LORNA A. DEWASZ AND JAMES W. DEWASZ)

which is organized and existing under the laws of ILLINOIS and whose address is 352 S. W. 13TH, WENDELL, ILLINOIS 62454

Borrower owes Lender the principal sum of ONE THOUSAND DOLLARS AND NO CENTS AND ("Lender") \$1,000.00

Dollars (U.S. \$1,000.00). 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 DECEMBER 31, 1997. 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:

THE THE EAST 120 FEET OF AND WEST 320 FEET OF THE LAST 40.25 FEET OF LOT 5 IN SOUTH AND DANON'S SIXTH ADDITION TO COUNTY CLERK ACRES PROPERTY RIGHTS BEING A SUBDIVISION OF THE NORTH WEST QUARTER OF SECTION 22, TOWNSHIP 22 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. This instrument was prepared by LAURIE WADSWORTH and filed for recording on NOVEMBER 29, 1997 at 1:00 PM in the Office of the Cook County Clerk.

*This document is being re-recorded to correct the chain of title.*

BOX 260

which has the address of 302 KENILMOUTH AVENUE PROSPECT HEIGHTS Illinois 60070 (Zip Code) ("Property Address")

PLEASE TIE IN WITH all the improvements now or hereafter existing 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.

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1. **DEFINITIONS.** Borrower and Lender shall mean the parties to this Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal and interest on the debt secured by the Note and the prepayment and late charges due under the Note.

2. **Early Tax Dates and Assessor.** Notwithstanding any application law to the contrary, Lender, Borrower shall pay to Lender on the first monthly payment due under the Note, and the Note is paid in full, a sum of Funds equal to one-twelfth (1/12) of the taxes and assessments which may attach prior to the Security Instrument, (b) yearly leasehold assessments, and ground rents on the Property, if any, (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any, as may be required, assessed, levied or assessed by Lender or its agent, on the basis of current data available to Lender.

3. **Application of Funds.** The Funds held by Lender shall be applied to the debt secured by a federal or state income tax lien, if any, which may attach to the Property, and to the debt secured by the Security Instrument. Lender shall apply the Funds to the debt secured by the Security Instrument first, and then to the debt secured by the federal or state income tax lien, if any, and finally to the debt secured by the federal or state income tax lien, if any, and Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower a statement of application of the Funds showing debts and credits to the Funds and the purpose for which the application of the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

4. **Application of Funds.** The Funds held by Lender, together with the interest on the payments of Funds payable prior to the date of the Security Instrument, shall be used to pay the debt secured by the Security Instrument when due; the excess shall be at Borrower's option either promptly repaid to Borrower or added to Borrower's next monthly payment of Funds. If the amount of the Funds held by Lender is not sufficient to pay the debt secured by the Security Instrument, Borrower shall pay to Lender any amount necessary to pay the debt secured by the Security Instrument as required by Lender.

5. **Non-payment of Funds.** If 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, any Funds held by Lender at the time of application is a credit against the sums secured by this Security Instrument.

6. **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.

7. **Charges, Taxes.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attach prior to the 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 the date they are due. Lender shall promptly pay to Lender all notices of assessments to be paid under this paragraph. If Borrower makes these payments on time, Borrower shall promptly furnish to Lender receipts denoting the payments.

8. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter created 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.

9. **Restoration or Repair.** 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 pay a claim, and 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.

10. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not do, or cause to be done, anything which will 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.

11. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower is in default of the covenants and agreements contained in this Security Instrument, Lender's security shall be deemed to be impaired and Lender may take any action which is necessary to protect the security of the Property, including the right to foreclose on the Property, and to pay to Lender whatever is necessary to protect the security of the Property. Lender's actions may include paying any sums secured by a lien which has priority over the Security Instrument, or paying reasonable attorney's fees and charges for the Property to make repairs. A lien of Lender may also be deemed to be a lien of Lender under paragraph 7. The lien of Lender shall be deemed to be a lien of Lender under paragraph 7 if it is a lien of Lender under paragraph 7.

12. **Application of Funds.** The Funds held by Lender shall be applied to the debt secured by the Security Instrument. Lender shall apply the Funds to the debt secured by the Security Instrument first, and then to the debt secured by the federal or state income tax lien, if any, and finally to the debt secured by the federal or state income tax lien, if any, and Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower a statement of application of the Funds showing debts and credits to the Funds and the purpose for which the application of the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

13. **Application of Funds.** The Funds held by Lender, together with the interest on the payments of Funds payable prior to the date of the Security Instrument, shall be used to pay the debt secured by the Security Instrument when due; the excess shall be at Borrower's option either promptly repaid to Borrower or added to Borrower's next monthly payment of Funds. If the amount of the Funds held by Lender is not sufficient to pay the debt secured by the Security Instrument, Borrower shall pay to Lender any amount necessary to pay the debt secured by the Security Instrument as required by Lender.

14. **Non-payment of Funds.** If 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, any Funds held by Lender at the time of application is a credit against the sums secured by this Security Instrument.

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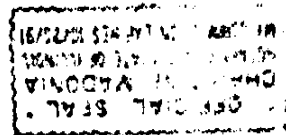
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Attn: Barb Jolley

96182198



10-20-97

Notary Public

Given under my hand and official seal this 19th day of November, 1990

signed and delivered the said instrument in presence of me and the undersigned witnesses, for the uses and purposes therein

subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that he is the person named therein

do hereby certify that Eric A. Seardi and Norma Colkins Seardi, his wife

The undersigned is a Notary Public in and for said county and State of Illinois

Eric A. Seardi, Norma Colkins Seardi, and other persons whose names are hereinafter set forth, have been duly authorized by the Board of Supervisors of Cook County, Illinois, to execute and record the following instrument:

BY SIGNING BELOW, Borrower agrees and agrees to the terms and covenants contained in this Security Instrument and in any riders (if any) executed by Borrower and recorded with it

- 1-4 Family Rider
Adjustable Rate Rider
Mortgage Redemption Rider
Planned Unit Development Rider
Credited Payment Rider
Mortgage Rider

20. Lender to Foreclose. Lender shall have the right to foreclose on the Property and at any time cause the Property to be sold or otherwise disposed of in whole or in part.

21. Deficiency Judgment. Lender shall have the right to seek a deficiency judgment against Borrower for the amount of the unpaid principal balance of the loan at the time of foreclosure.

22. Release of Lien. Upon payment of all amounts secured by this Security Instrument, Lender shall release the lien of this Security Instrument.

23. Assumption of Debt. Borrower shall assume the responsibility for the payment of the debt secured by this Security Instrument.

24. Assignment of Rights. Borrower shall assign to Lender all rights in and to the Property and all other rights in and to the Property.

25. Waiver of Rights. Borrower waives all rights of homestead exemption in the Property.

26. Release of Lien. Upon payment of all amounts secured by this Security Instrument, Lender shall release the lien of this Security Instrument.

27. Assumption of Debt. Borrower shall assume the responsibility for the payment of the debt secured by this Security Instrument.

28. Assignment of Rights. Borrower shall assign to Lender all rights in and to the Property and all other rights in and to the Property.

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Attn: Barbera Miller

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