

UNOFFICIAL COPY

PREPARED BY:
LAURA ZIELINSKI
CHICAGO, IL 60641

RECORD AND RETURN TO:
LASALLE NORTHWEST NATIONAL BANK
4747 WEST IRVING PARK ROAD
CHICAGO, ILLINOIS 60641

91375752

[Space Above This Line For Recording Data] DEPT-01 RECORDING \$17.29

MORTGAGE

: 147777 TRAN 1691 07/26/91 14:42:00
: \$6910.00 * 91-375752
: COOK COOK RECORDER

THIS MORTGAGE ("Security Instrument") is given on JULY 22, 1991
TOBIN K. BUERGER, BACHELOR AND
CONSTANCE G. WICHMAN, SINGLE NEVER MARRIED

("Borrower"). This Security Instrument is given to
LASALLE NORTHWEST NATIONAL BANK

91375752

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose
address is 4747 WEST IRVING PARK ROAD
CHICAGO, ILLINOIS 60641
("Lender"). Borrower owes Lender the principal sum of
NINETY NINE THOUSAND
AND NO/100
Dollars (U.S. \$ 99,000.00).

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 AUGUST 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 57 IN HAENTZE AND WHEELER'S HIGH SCHOOL ADDITION TO IRVING PARK
IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

T.C.B.
(Signature)

13-22-411-055 051
VOLUME 350

which has the address of 3434 NORTH TRIPP, CHICAGO
Illinois 60641
(Zip Code)

(Street, City,

("Property Address");

[Signature]
Page 1 of 1

DPS 1000
Form 3014 9/00

Initials: *X T.C.B.*

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS (311) 283-8100 (800) 621-7201

MDR-08(1L) (9101)

UNOFFICIAL COPY

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) conveys in good faith the lien more of the actions set forth above within 10 days of the giving of notice;

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

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 full manner, Borrower shall pay them on time directly to the person over whom Borrower shall have given notice of amendment. Borrower shall promptly furnish to Lender all notices of amendment to be paid under this paragraph.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied; first, to any preliminary charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months by pymt's, at Lender's sole discretion.

for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leander at any time is not sufficient to pay the Escrow items when due, Leander may so notify Borrower in writing, and, in such case Borrower

If the Funds held by Lentor exceed the amounts permitted to be held by applicable law, Lentor shall account to Borrower debits to the Funds was made. The Funds are pledged as additional security for all sums measured by the Security instrument.

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, an annual account of the Funds, showing details and debts to the Funds and the purpose for which each

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, no interest will be charged on the unpaid balance of the principal amount.

Verifying the Escrow terms, unless Lender plays its role interest on the funds and applicable law permits Lender to make up

(including Leader), if Leader is such an entity or in my Federal Home Loan Bank, Leader shall supply the Funds to pay the Expenses. Leader may not charge me for holding and supplying the Funds, unless I am holding the account, or

Section 1095 of the Affordable Care Act requires that insurance companies provide a minimum level of coverage to all individuals.

sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

relational morphology for Borodower's acronymic model under the Federal Real Estate Settlement Procedure Act of 1974 as amended from time to time. (RESPA), unless otherwise law shall apply to the Funda

the provisions of paragraph 9, in lieu of the payment of monthly insurance premiums. These items are called "deadlines" under law, as they have called funds in an amount not to exceed the maximum amount recoverable for a particular purpose.

and responsibilities which may arise thereby over this account, shall remain with the Banker, in accordance with the terms and conditions of the account.

Under the day monthly payments due under the Note, until the Note is paid in full, a sum ("Fund") for a

11. **Agreement of Participants and Interests**, **Participation and Date Change**, **Nontransfer and Nonassignment of Proprietary Rights**, **Pay When Due and Prepayment of Royalties and Interest**, **Termination**, **Prejudgment Interest**, **Waiver of Statute of Limitations**, **Entire Agreement**, **Severability**, **Succession**, **Sublease to lessee**, **Law** or **to a written waiver by Lender**, **Borrower shall pay to**

UNIFORM COVENANTS. Borrower and Lender covenant covering the properties:

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions which limited and will govern generally the rights and obligations of the parties hereto in any transaction made by them.

SANDWICH COVERNANT is that Bonton will furnish, subject to the estimate herein, clothing and necessaries to the men to whom it belongs.

It illustrates how our hardware is built out of the property. All replications should be capable of this security instrument. All of the foregoing is referred to in this Security instrument as "Property".

TOGETHER WITH all the improvements now or hereafter granted on the property, and all improvements, upper terminus, and
lower terminus, and all the buildings, fixtures, and personalty. All improvements held subject to be removed by the Seller.

UNOFFICIAL COPY

0179

5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

UNOFFICIAL COPY

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

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 of this Security Instrument or clause of the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be construed with this provision.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing 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.

prepayment must charge under the Note.

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 interests or other loans charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such 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 Lender.

make any accommodation with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assigns Bound; Joint and Several Liabilities; 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 any other Borrower may agree to extend, modify, forgive or terminate this Security Instrument.

exercise of any right or remedy.

11. Borrower Not Released; 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 debtor or trustee of Borrower's successors in interest. Lender shall not be required to release the liability of the original debtor or trustee of Borrower's successors in interest if the original debtor or trustee of Borrower's successors in interest has made all payments due under this Security Instrument.

Comments: I understand that the amounts referred to in paragraphs 1 and 2 or otherwise the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make no 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, all its option, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not then due.

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 due.

Security instruments shall immediately terminate the booking, unless both parties agree in writing, the sums secured

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued 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 accrued by the fair market value of the Property paid to Borrower.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. **Impediment:** Definition of an **impediment** may include circumstances which prevent or impede the performance of the responsibilities of the position. Examples of such circumstances include:
a) **Confidentiality:** The disclosure of information which would result in damage to the individual, the organization, or the public.

payments may no longer be required, at the option of Lender, if mortgagor fails to make timely payments of principal or interest or if there is a default under any other agreement between mortgagor and Lender.

UNOFFICIAL COPY

0179

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 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.

DPS 1093
Form 3014 8/90

Initials R.T.R.B.

UNOFFICIAL COPY

QPS 1094

9 10 8

NOTARY PUBLIC

141 COMMUNION EXCHANGES OF JESUS
NON-PROTESTANT CHURCHES

三

Given under my hand and official seal, this
17th day of January, A.D. 1911, and the year of our Lord one thousand nine hundred and eleven.

Parsons, Andrew, "A Note on the Use of the Term 'Signified' in Semiotics," *Signs*, 1980, 8, 1, pp. 1-12.

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY** signed and delivered the said instrument as **THEIR**

TORIN K., BUEGER, BACHELOR AND
CONSTANCE G. WICHMAN, SINGLE NEVER MARRIED

8

1. *The adversary model*
, a Notary Public in and for said

County ass:

COOK

STATE OF ILLINOIS.

Borrower

प्र० ४

卷之三

४८५

Borrower

३५

BOFPOWER

100%

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and by signing below, Borrower and Lender agree to be bound by the terms and conditions set forth in this instrument.

- | | | | | | | | |
|--|---|---|---|---|---|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planmed Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> V.A. Rider | <input type="checkbox"/>

 | <input type="checkbox"/>

 | <input type="checkbox"/>

 | <input type="checkbox"/>

 | <input type="checkbox"/>

 |

(Check applicable box(es))

ଲାଭପତ୍ର

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 demand and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security