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PREPARED BY AND MAIL TO:

LOAN # 8221162

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

(Space Above This Line For Recording Data)

DEPT-01 RECORDING \$17.00
TH2222 TRAN 5063 07/31/91 15:22:00
#1378 #30 *-91-386506
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 24th, 1991

. The mortgagor is

MARY C. TOMA and
ISAAC Y. TOMA, HUSBAND and WIFE

("Borrower"). This Security Instrument is given to
FIRST CHICAGO BANK OF RAVENSWOOD

which is organized and existing under the laws of
address is 1825 W. LAWRENCE AVENUE
CHICAGO, IL 60640

, and whose
("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED & 00/100

Dollars (U.S. \$ 142,500.00).

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 AUGUST 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 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

TAX ID #: 10-34-405-037 COOK County, Illinois:
LOT 22 (EXCEPT THE EAST 0.67 FEET THEREOF) AND THE EAST 19.33 FEET OF LOT 21
IN MELIDONES & COMPANY'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 34,
TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED ON JULY 12, 1926 AS DOCUMENT NO. 9336352, IN COOK
COUNTY, ILLINOIS.

which has the address of 4045 WEST COLUMBIA
Illinois 60646 ("Property Address");
(Zip Code)

LINCOLNWOOD

(Street, City)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
MHP-6A(IL) (9101) 8221162

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7201

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Initials: _____

1990

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UNIFORM COVENANTS, BARROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

BORROWER COVENANTS shall Borrower is lawfully released of the same hereby conveyed and has the right to moratorium and
shall be entitled to require payment of all amounts due under this Note and the other documents, if any, executed by Borrower
with respect to the indebtedness.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter or in the future erected thereon, shall also be covered by this Security Instrument.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 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 then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an 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, 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.

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 such payments.

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 Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; 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 Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 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 limit; and (b) any sums already collected from Borrower which exceeded 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 prepayment without any prepayment charge under the Note.

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

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note 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.

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Part-BR(L) (910)

be in effect under will accept, use and certain these payments as a loss reserve in lieu of mortgagor insurance. Loss reserve
one-twelfth of the yearly mortgage insurance premium being paid by Borrower which the insurance coverage based or caused to
subsidiarily equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to
cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance provided by Lender; if
obtain coverage substantially equivalent to the mortgage insurance previously in effect, Borrower shall pay the premium required to
mortgage insurance coverage ceases to be in effect, Borrower shall pay the mortgage insurance in effect if, for any reason, the
instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect if, for any reason, the security
8. Mortgage Insurance. If Lender required mortgagel insurance as a condition of making the loan secured by this Security
disbursement at the Note rate and shall be liable to Borrower to receive upon notice from Lender the date of
instrument unless Borrower fails to other terms of payment, these amounts shall bear interest from the date of
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security
does not have to do so.

allowances, fees and encircling on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender
paying any sums secured by a lien which has priority over this Security instrument, appertaining in court, paying reasonable
for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include
proceeding in bankruptcy, probable, for condemnation or forfeiture or to enforce laws or regulations, such as a
this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a
7. Protection of Lender's Rights in the Property. If Borrower fails to perform the obligations contained in
not merge unless Lender merges to the merger in writing.

shall comply with all the provisions of the lease. If Borrower acquires title to the Property, he shall and the fee title shall
concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower
any material instrument in connection with the loan evidenced by the Note, including, but not limited to, representations with
loan application process, gave written notice to Borrower of inaccuracies information or statements to Lender (or failed to provide Lender with
the lien created by this Security instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the
Lender's good faith determination, neglects or fails to take action to protect his security interest in the Property or other material impairment of
deault and reinstated, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that a
otherwise materially impact the lien created by this Security instrument or Lender's security interest. Borrower may cure such a
proceeding, whether civil or criminal, is begun that it is a good faith judgment resulting in any forfeiture of the Property or
allow the Property to deteriorate, or commit waste on the property. Borrower shall be in default if it impairs the Property,
extenuating circumstances exist which are beyond Borrower's control. Borrower shall not default if it is due to Lender's
date of occupancy, unless Lender other otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless
this Security instrument and shall occupy the Property as principal residence for at least one year after the execution of
Borrower shall occupy, establish, and shall continue to do so for the period of occupancy, any application for extension of
6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lender's
prior to the acquisition.

Property prior to the acquisition, shall pass to Lender to the extent of the sums secured by this Security instrument immediately
21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the
the due date of the monthly payments received to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph
unless Lender, and Borrower otherwise agree in writing, the 30-day period will begin when the notice is given.

by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.
Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums secured
Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then
secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abundant the
repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums
Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the restoration or
unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of the
may make good of loss if not made promptly by Borrower.

premiums and renewals noticed, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender
have the right to hold the policies and renewals, if Lender receives, Borrower shall include a standard mortgage clause. Lender
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall
coverage to project Lender's rights in the Property in accordance with paragraph 7.

be unreasonably withheld, if Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain
reducing, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender
inured against loss by fire, haulage included within the term "extended coverage" and any other hazards, including floods, or
5. Hazard or Property Damage. Borrower shall keep the improvements now existing or hereafter erected on the Property
be covered by the insurance carrier provided in the insurance which insures the term "extended coverage" and any other hazard, including floods, or

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

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.

