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BOX 67

MAIL TO:
FIRST SAVINGS OF SOUTH HOLLAND
475 E. 182nd Street
South Holland, IL 60473

92401646

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 2, 1992. The mortgagor is DANIEL C. SWICK and MARIE L. SWICK, his wife ("Borrower"). This Security Instrument is given to FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, which is organized and existing under the laws of Illinois, and whose address is 475 East 182nd Street, South Holland, Illinois 60473 ("Lender"). Borrower owes Lender the principal sum of SEVENTY TWO THOUSAND AND NO/100ths Dollars (U.S. \$ 72,000.00). 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 July 1, 2022. 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:

RIDER ATTACHED HERETO AND MADE A PART HEREOF

92401646

RECEIVED - RECORDED - INDEXED - FILED - 06/18/92 11:26:00
- 29-22-403-0000-401646
DUK COUNTY RECORDER

PERMANENT INDEX NUMBER: 29-22-403-025-0000

which has the address of 16628 School Street, South Holland, Illinois 60473 ("Property Address");

(Street)
(City)
(Zip Code)

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.

ILLINOIS—Single Family—Ponzi MeierFrost Meier UNIFORM INSTRUMENT

Product 44713

Loan No. 15387-5.3

Form 3014-910 (page 1 of 6 pages)

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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 11 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 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.

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5. **Hazard or Property Insurance.** Borrower shall keep the term „extincted coverage“ and any other hazards, the Property measured against loss by fire, hazards included within the term „extincted coverage“ and the amounts and 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.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower satisfies the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. **Priority over Security Instrument.** Lender may give Borrower a notice identifying the lien. Borrower shall pay all attorney fees and costs of defense to defend this Security instrument, if Lender determines that any part of the Property is subject to a lien which purports to cover this Security instrument, or (c) ceases 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 prevents the enforcement of the lien, or (e) legal proceedings which in the Lender's opinion operate to ratified the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agree to the payment to the obligee secured by the lien in a manner acceptable to Lender; (d) consents in good faith the payments in writing to the obligee secured by the lien in a manner acceptable to Lender; (e) consents in good

agreement to the payment of the amount of the obligation secured by the lien in a manner acceptable to Lender; (f) consents in writing to the payment of the amount of the obligation secured by the lien in a manner acceptable to Lender.

7. **Charges; Liens; Costs.** Lender shall pay all taxes, assessments, charges, fines, and impositions attributable to the payments.

8. **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 paragraphs 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower no more than twelve monthly payments, at Lender's sole discretion.

9. **Funds held by Lender.** If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower any sums held by Lender.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower any sums held by Lender. If under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply the amounts paid by Lender under paragraph 2 to the time of acquisition or sale as a credit against the sums held by Lender. If under paragraph 2, Lender shall apply the amounts paid by Lender under paragraph 2 to the time of acquisition or sale of the Property, Lender shall pay to the acquirer of the Property the amounts paid by Lender under paragraph 2, Lender shall apply the amounts paid by Lender under paragraph 2 to the time of acquisition or sale of the Property.

10. **Reportings.** Lender shall make all reports required by applicable law to the Escrow items within thirty days after the filing of the documents necessary to record the security interest.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower any sums held by Lender. If under the Escrow items held by Lender exceed the amounts permitted to be held by applicable law, Lender shall pay to the acquirer of the Escrow items the amounts paid by Lender under paragraph 2, Lender shall apply the amounts paid by Lender under paragraph 2 to the time of acquisition or sale of the Property.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower any sums held by Lender. If under paragraph 2, Lender shall apply the amounts paid by Lender under paragraph 2 to the time of acquisition or sale of the Property, Lender shall pay to the acquirer of the Escrow items the amounts paid by Lender under paragraph 2, Lender shall apply the amounts paid by Lender under paragraph 2 to the time of acquisition or sale of the Property.

The funds shall be held in an institution whose deposits are insured by a Federal Agency, instrumentality, or entity reasonable expenses of expenditures of future Escrow items or otherwise in accordance with applicable law.

11. **Funds held by Lender.** Lender may estimate the amount of funds due on the basis of current data and another law that applies to the funds held by Lender, 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 another law that applies to the funds held by Lender, 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 another law that applies to the funds held by Lender, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

12. **Funds for Taxes and Insurance.** Subject to applicable mortgage laws or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments on the property described in paragraph 8, if any, and (e) 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 or 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. § 2601 et seq. („RESPA“), unless

13. **Items are called „Escrow items.“** Lender may not charge Borrower for holding and applying the funds, unusually analyzing the escrow account, or verifying the escrow items, unless Lender pays Borrower interest on the funds held by Lender for a one-time charge for an independent real estate appraiser, unless an agreement is made or applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or attorney fees.

14. **Funds held by Lender.** Lender may not charge Borrower for holding and applying the funds, unusually analyzing the escrow account, or verifying the escrow items, unless Lender pays Borrower interest on the funds held by Lender for a one-time charge for an independent real estate appraiser, unless an agreement is made or applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or attorney fees.

15. **Items are called „Escrow items.“** Lender may not charge Borrower for holding and applying the funds, unusually analyzing the escrow account, or verifying the escrow items, unless Lender pays Borrower interest on the funds held by Lender for a one-time charge for an independent real estate appraiser, unless an agreement is made or applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or attorney fees.

16. **UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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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 amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | | |

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

Witnesses:

Daniel C. Swick

(Seal)

Daniel C. Swick

--Borrower

Marie L. Swick

(Seal)

Marie L. Swick

--Borrower

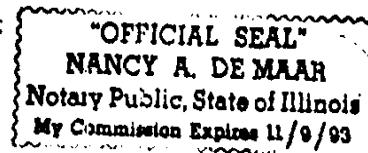
(Sign Below This Line For Acknowledgment)

STATE OF ... Illinois }
COUNTY OF ... Cook } SS:
.....

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that DANIEL C. SWICK and MARIE L. SWICK, his wife, personally appeared before me and I (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act
(his, her, their)
and deed and that they executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this day of 1974.

My Commission Expires:



(SEAL)

Notary Public

This instrument was prepared by Kimberly S. Blummer

44771

FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND
475 East 162nd Street - South Holland, Illinois 60473

Form 3014 8/80 (page 6 of 6 pages)

92401666

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21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and agree as follows:
- NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
- that relates to health, safety or environmental protection.
- used in this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located
- by Environment and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. 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, oil or lampblack or toxic petroleum products.
- As used in this paragraph 20, "Hazardous Substances" include all necessary remedies in connection with Environmental Law.
- Borrower shall promptly take all necessary remediation of any hazardous substance affecting the Property is necessary.
- regulatory authority, that any removal of other remediation of any hazardous substance by any government or
- any governmental agency or private party involving the Property and any Hazardous Substances or
- any Hazardous Substances in accordance with applicable law.
- to normal residential uses and to maintenance of the Property.
- use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate
- the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence
- of any Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release
- The notice will also contain any other information required by applicable law.
- The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.
- Service, Borrower will receive written notice of the change in accordance with paragraph 14 above and applicable law.
- also may be one or more monthly payments due under the Note and this Security Instrument. There
- known as the "Loan Servicer." That collects monthly payments from the Note and this Security Instrument. The entity
- Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity
19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security
- right to reschedule said note apply in the case of acceleration under paragraph 17.
- strument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this
- the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security In-
- strument to assert that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay
- Instrument, including, but not limited to, reasonable attorney's fees, and (d) takes such action as Lender may reasonably
- ocurred; (b) causes any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security
- (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had
- Security Instrument, or (b) entry of a judgment enjoining this Security Instrument to any power of sale contained in this
- as applicable law may specifically for reinstatement), before sale of the Property pursuant to any power of sale provided
- enforcement of this Security Instrument discontingent certain conditions, Borrower shall have the right to have
18. Borrower's Right to Reinstate. If Borrower fails to pay these sums prior to the expiration of this period
- any remedies permitted by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period
- by this Security Instrument. If the notice is delivered or mailed within which Borrower must pay all sums secured
- of not less than 30 days from the date the notice is delivered or accelerated, Lender may invoke
- "If Lender exercises this option, Lender shall give notice of acceleration. The notice shall provide a period
- secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general
- law as of the date of this Security Instrument.
- person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums
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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RIDER ATTACHED TO MORTGAGE DATED JUNE 2, 1992 FOR PROPERTY LOCATED AT 16628 SCHOOL STREET, SOUTH HOLLAND, ILLINOIS 60473

LOT 86 IN CHAPMAN'S 6TH ADDITION TO TULIP TERRACE, BEING A SUBDIVISION OF PART OF LOT 7 IN COUNTY CLERK'S DIVISION OF THE SOUTH EAST 1/4 OF SECTION 22 (RECORDED SEPTEMBER 12, 1888) AND ALSO PART OF LOT 3 AND ALL OF LOT 4 IN OWNERS SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOGETHER WITH THAT PORTION OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22 DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4 IN OWNERS SUBDIVISION; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH TO THE NORTH LINE OF AFORESAID LOT 3 IN OWNERS SUBDIVISION; THENCE SOUTH TO THE NORTH LINE OF AFORESAID LOT 3 IN OWNERS SUBDIVISION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID CHAPMAN'S 6TH ADDITION TO TULIP TERRACE REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 6, 1963 AS DOCUMENT 2076742.

92-01686