

# UNOFFICIAL COPY

PREPARED BY AND MAILED TO:

LOAN # 1726391

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

A.T.T.  
BOX 370

92170277

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 5th, 1992

The mortgagor is

TIMOTHY R. OCASIO and  
MARY BETH OCASIO, HIS WIFE, AS JOINT TENANTS

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

DEPT 01 RECORDING \$31.00  
TNS555 THAN 07/05 06/29/92 15:51:00  
#8504 R - 92-473277  
COOK COUNTY RECORDER

which is organized and existing under the laws of  
address is 1048 WEST LAKE STREET

THE STATE OF ILLINOIS

, and whose

OAK PARK, IL 60301

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED NINETY FIVE THOUSAND & 00/100

Dollars (U.S. \$ 195,000.00)

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:

LOT 4 IN CHARLES P. OGDEN'S SUBDIVISION OF BLOCK 3 IN SNOW  
AND DICKINSON'S ADDITION TO RIVER FOREST BEING A SUBDIVISION OF  
PARTS OF SECTION 1 AND SECTION 2, TOWNSHIP 39 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

31

which has the address of 935 THATCHER  
Illinois 60305  
[Zip Code]

RIVER FOREST  
("Property Address");

[Street, City].

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

Page 1 of 8

VMP-8R(IL) (9105) 1726391

VMP MORTGAGE FORMS - (312)293-8100 - (800)521-7201

Form 3014 9/00  
Amended 6/91

Initials: JDO  
MHO

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28/11  
2016

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However, unless it is a payments strategy, borrowing should generally remain to extend receivables even though the payables are

**3. 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 and 3; to interest due, to principal due, and last, to any late charges due under the Note.

Secondo l'ultimo inventario

In Landau's theory, the amount necessary to make up the deficiency, however slight, make up the deficiency in no more than twelve mandibular prominences, at Landau's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by a participating member society, the amounts exceeding the amounts necessary to meet the expenses of the Society shall be paid by the Society.

landlords may agree to pay, however, that interest shall be retained to pay, Borrower may increase or decrease the amounts on the Funds, Borrower and annual accounting of the Funds, showing credits and debits to the Funds and the principal for which each debt to the Funds was made. The Funds are ordered as additional security for all sums payable under this Security Instrument.

However, Lender may require Borrower to pay a late charge for an independent real estate tax reporting service used by the Escrow Lender, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge.

The Funds shall be held in an escrow account which depends on who has chartered by a federal agency, individual municipality, or entity (including lender) to hold the funds for the benefit of the borrower.

amount, 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 reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

centered may, at any time, connect and hold funds in its account not to exceed the maximum amount authorized for a temporary reserve.

or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) 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."

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to and assessments which may affect the Security instrument as a lien on the Property; (b) yearly leasehold payments

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

**THIS SECURITY INSTRUMENT** constitutes uniform covenants for mutual security instruments for non-urban real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the certain hereby conveyed and has the right to mortgagc, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend heretally the title to the Property against all claimants and demands, subject to any circumstances of record.

**EXCERPT HERE** WITHIN ALL THE IMPROVEMENTS NOW OR HEREAFTER ACCRUED ON THE PROPERTY, AND ALL AGREEMENTS, CONTRACTS, AGREEMENTS, AND INSTRUMENTS OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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**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

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MBG  
Form 3014-8/80

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13. 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 the Note violates any 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to the class and 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 unless otherwise specified for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Losses Charitable.** If the loan secured by this Security instrument is lost or destroyed, the holder may recover the amount of the loss from the borrower. If a portion of the principal is recovered, the holder will be entitled to a partial repayment without notice. If the holder is unable to recover the amount of the loss, the holder may sue for the amount of the loss.

12. Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this section. The coverings and agreements of this section shall not affect the liability of Lender or Borrower to pay the principal amount of the Note or interest thereon.

11. Horrorower Not Relieved; Forbearance by Leader Not a Waiver. Extension of the time for payment of nondelinquent

by this Security Instrument, whether or not then due, the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payment.

If the property is sold by Borrower, or if, after notice by Lender to Borrower that the condominium offer is awarded or kept for him, 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, in its option, either to reclamation of either of the property or to the sum so received

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instruments whether or not the sums are then due. Whether or not then due, with any excess paid to Horowitz. 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 is applied to the amounts of the sums secured by the Security Instruments held by Horowitz or unless otherwise provided in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless otherwise provided in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking, divided by the fair market value 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 by the Security Instruments held by Horowitz or unless otherwise provided in writing or unless applicable law otherwise provides.

10. **Commodification.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other rights of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [releasor].

However notice at the time of or prior to an inspection specific year carryover change for the inspection.

payments may no longer be required, at the option of Lender, if notwithstanding insurancce coverage in the amount and for the period provided by an insurer approved by Lender, it is determined that there are no reasonable grounds to believe that the amount and nature of the loss recoverable under the insurance policy will be less than the amount of the loss suffered.

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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 advised 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.

### **2.1 Waiver of Homestead: Borrower waives all right of homestead exemption in the Property.**

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Form 3014 9/90

1901 SOCIETY MEVERS ROAD, SUITE 100  
MIDWEST MORTGAGE SERVICES INC  
RECORD AND RETURN TO:  
JENNIFER DEMIRO

NWD-BR(1L) 1901

Page 6 of 6

This instrument was prepared by  
Notary Public, State of Illinois  
My Commission Expires Aug 10, 1993

Given under my hand  
and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he is personally known to me to be the same person(s) whose name(s) are subscribed thereto.

A Notary Public in and for said county and state do hereby certify that

1. All signatures are genuine.  
2. All documents are true.

STATE OF ILLINOIS,

County ss:

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

- 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.
- (Check applicable box(es))
- 1.4 Family Rider       Grandchildren Rider       Admissible Rider       Creditable Rider       Planmed Unit Development Rider       Biweekly Payment Rider       Balloon Rider       V.A. Rider
- 1.4 Family Rider       Grandchildren Rider       Admissible Rider       Creditable Rider       Planmed Unit Development Rider       Biweekly Payment Rider       Balloon Rider       V.A. Rider
- Witnesses:

24. Rides 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 render and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

1234567890