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WHEN RECORDED MAIL TO

92492934

DOWNERS GROVE NATIONAL BANK MAIN & CURTISS DOWNERS GROVE, ILLINOIS 60515

Loan Number: 919663



DEPT-01 RECORDING 131.1 TRAN 1352 07/07/92 14129:00 #-92-492934 60398 + A COOK COUNTY RECORDER

ISPACE ABOVE THIS LINE FOR RECORDING DATA

MORTGAGE

June 24, 1992 THIS MORTOAGE (* Security Instrument') is given on The mortgagor & RICHARD A. BUBULKA, HUSBAND and MICHELLE M. BUBULKA, WIFE

("Borrower"). This Security Instrument is given to

("Lender"). Borrower ower Londor the principal sum of

DOWNERS GROVE NATIONAL BANK

which is organized and existing under the laws of STATE OF ILLINOIS MAIN & CURTISS, DOWNERS SPOVE, ILLINOIS 60515

, and whose address i

SEVENTY THOUSAND DOLLARS AND 30/100

70,000.00). This up it is evidenced by Borrower's note dated the same date as this Security Dollars (U.S.\$ Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to London (a) the repayment of the debt 1, 2007 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 project the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the Security Instrument and the Note, For this purpose, Bosrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

LOT 53 IN PARK HILL SUBDIVISION UNITY NUMBER 2, BEING A SUDDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, 9220 FRANCES LANE, ORLAND PARK, ILLINOIS, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 27-15-402-006

which has the address of 9220 FRANCES LANE (Street) OFLAND PARK [City]

Illinois

60462

("Property Address");

[Zip Code]

ILLINOIS-Single Pamily-Pannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6 pages)

TTEM 1876 (9012)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 select of the cetate hereby conveyed and has the right to 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. Punds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due mader the Note, until the Note is paid in full, a sum ("Pends") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasthold payments or ground rents on the Property, if any; (c) yearly hazard or property hanzance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morigage extrance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8 in lieu of the payment of mortgage insurance prumiums. These items are called "Escrow items." Lender may, at any time, or and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may roughe for Borrower's eacrow 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 another law that applies to the Punds sets a lesser amount. If no, 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 cetimates of expenditures of future Eacrow frame or otherwise in accurdance with applicable tay.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Londor, if Lander is such an institution) or in any Puderal Home Loan Bank. Lender shall apply the Funds to pay the escrow tioms. Lender may not charge florrower for holoing and applying the Funds, annually analyzing the secrew account, or verifying the Escrow Items, unless Lendor pays Borrower interest on the Pands and applicable law permits Lender to make such a charge. However, Lander may require Borrower to pay a one-ties charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Leader shall not be required to ply Borrower any interest or carnings on the Funds. Borrower and Londer may agree in writing, however, that interest shall be paid on the Funds. Londer shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was

made. The Punds are pledged as additional security for all sums secured of this Security Instrument.

If the Funds held by Londer exceed the amounts permitted to be held by applicable law, Londer shall account to Borrower for the excess Punds in accordance with the requirements of applicable law. If the amount of the Punds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower In writing, and, in such case Borrower shall pay to Lander the amount necessary to make up the deficiency. Borrower shall make up the deficiency is no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Punds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Punds held by Lender at the time of sequisition or sale as a credit sgainst the sums secured by this

Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Dader under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fince and impositions attribute to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these C') obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If

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

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 Hen in a manner acceptable to Lender; (b) contests in good fight the Hen by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures 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 may attain priority over this Socurity Instrument, Lender may give Borrower a notice identifying the lies. Borrower shall satisfy the lies or take one or more of the actions set forth above within 10 days of the giving of notice.

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 Leader requires insurance. This insurance shall be maintained in the amounts and for the periods that Leader

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requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lander'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 Lander'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 Londer'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 Londer 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 requisition,

- 6. Occupancy, Preservativa, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and use inc Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to except the Property as Borrower's Principal residence for at least one year after the date of occupancy, unless Londor otherwise agrees in writing, which consent shall not be unreasonably withhold, 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 or the Property. Borrower shall be in default if any forfeiture action or proceeding, whother civil or criminal, is begun that in Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Londor's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing too 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 in creat. Borrower shall also be in default if Borrower, during the loan application process, gave materially lake or inaccurate information or statements to Londor (or falled to provide Londor with any mi terial information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Be recover's occupancy of the Property as a principal residence. If his 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 unces Londor agrous to the energer 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 Londer'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 Londer may take action under this paragraph 7, Lender does not have to do so.

Any amounts disburied by Londor under this paragraph 7 shall become additional dubt of Borrower secured by this Security Instrument. Unless Borrower and Londor agree to other terms of payment, these amounts shall be a interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Londor to Borrower, requesting payment.

- 8. Mortgage Insurance. If Londor required mortgage insurance as a condition of making the loan secured by this Socurity Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If for any reason, the mortgage insurance coverage required by Londor lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance proviously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance proviously in effect, from an alternate mortgage insurer approved by Londor. If substantially equivalent mortgage insurance eventage is not available, Borrower shall pay to Londor each month a sum equal to conc-twelfth of the yearly mortgage insurance promium being paid by Borrower when the insurance enverage impressed of ceased to be in effect. Londor 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 Landor, if mortgage insurance coverage (in the amount and for the period that Londor requires) provided by an insurer approved by Londor again becomes available and is obtained. Borrower shall pay the promiums required to maintain mortgage insurance in effect, or to provide a less reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Londor or applicable law.
- 9. Inspection. Londor or its agent may make reasonable entries upon and inspections of the Property. Londor 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

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

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 Dorrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

the due date of the mountly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Fall and; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums sound 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 approximation of 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's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclade 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 successor, 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; () is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other continuer may agree to extend, modify, forbear or make any

accommodations with regard to the terms of this Security Institutent 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 to that the interest or other loan charge 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 propayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument sleep to given by delivering it or by mailing it by first class mail valoes 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 Londer's address stated herein or any other address Lender designates by notice to Borrower. Any motion provided for in this Security

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Jersgraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federat 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 affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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 Beautical 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 Londor's prior written consent, Londor 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 Londor exercises this option, Londor 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, Leader 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

apecify for reinstatement) before sale of the Property pursuant to any power off sale contained in this Security Instrument; or (b)

specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (h) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Leader 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 Londer may reasonably require to assure that the lien of this Security Instrument, Londer'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 or 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 Croperty.

Positower shall promptly give Londor written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency of relyate 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 substancer, pasoline, 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 law and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender surther covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Bo rover 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 fall of all sums secured by this Security Instrument without farther demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses foreign in pursuing the remedies provided in this paragraph 21, including, buy not limited to, 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. Waive of Homestead. Borrower waives all right of homestead exemption in the Property.



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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 coverants and agreements of overants and agreements of this Security Inst [Check applicable box(es)]			
Adjustable Rate Rider		Condominium Rider	1-4 Family Rider
Graduated Payment Rider		Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider		Rate Improvement Rider	Second Home Rider
Other(s) [specify]			
BY SIGNING BELOW, Borrower accepts any rider(s) executed by Borrower and records			tained in this Security Instrument and in
Witnesses:		RICHARD A. BUBULK	Lucka (Seal) -Borrower
0)		Social Security Number	K.O.Ch
		MICHELLE M. BUBUL Social Security Number 3	
STATE OF ILLINOIS I, the wallene do hereby certify that RICHARD A BE	7		Public in and for said county and state,
, perso	nally i	known to me to be the same person(s)) whose name(s) are
subscribed to the foregoing instrument, appear	ed bei	fore me this day in person, and acknow	redged that they signed
and delivered the said instrument as	t	heir free and voluntary a	ct, for the uses and purposes therein set
fourth. Ofven under my hand and official sea My Commission expires:	i, this	24 day of Ju	ne 1992
This instrument was propared by DOWNERS GROVE NATIONAL BANK (Name)	ĸ	"OFFICIAL SEAL LYNDA S. BUMSTI Notary Public, State of My Commission Expires	LAU (
(Address)			