

UNOFFICIAL COPY

PREPARED BY AND MAIL TO:

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

92535397

{Space Above This Line For Recording Data}

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 14th, 1992

~~THE STATE OF ILLINOIS~~

- 2001 wtkrc

(“Lender”). Borrower owes Lender the principal sum of

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, 2097. 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 at:
TAX ID #: 32-10-205-005 COOK County, Illinois

✓ LOT 9 IN BLOCK 3 IN MAGNER'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 10,
TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED MAY 15, 1947, AS DOCUMENT NUMBER 14057563, IN
COOK COUNTY, ILLINOIS.

which has the address of 19143 ST. LAWRENCE
Illinois 60425

GLENWOOD

Sect. Cxv.

Zip Code

August 1988

Form 3014 9/90
Amended 5/81

ILLINOIS - Single Family - Farm

VMP MDR IMAGE FDRMS - (313)281-6100 - (600)331-7281

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower shall promptly pay such debts, Borrower shall promptly pay all debts, including attorney's fees, incurred by Borrower in connection with the enforcement of this instrument.

4. Charges: Lessee, Borrower shall pay all taxes, assessments, charges, fines and impositions aforesaid to the Property which may alienate property over this Security Instrument, and lessechold payments or ground rents, if any, Borrower shall pay those obligations in the manner provided in paragraph 2, or if it not paid in this manner, Borrower shall pay them on the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If

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.

Security Instrumental

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder is not sufficient to pay the Escrow items which due, Lennder may so notify Borrower in writing, and, in such case Borrower shall pay

The Funds shall be held in an account in which deposits are made by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Lessor, Lender may not charge Borrower for holding and applying the Funds, annually, untilizing the escrow account or verifying the Escrow lessor's Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge unless, unless Lender may require Borrower to pay a service charge for an independent real estate tax reporting service used by Lender. However, Lender may require Borrower to pay a service charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay. Borrower and the Funds are annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual statement of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender or the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect property over this Security Instrument as a lien on the Property; (b) yearly leasehold payments of 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, 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 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 a lender for a federally related mortgage loan may require under the Federal Home Loan Bank Board Escrow Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law shall applies to the Funds set a lesser amount if so. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may assume the amount of Funds due on the basis of current data and reasonable estimates of future Escrow items or amounts if so.

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

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

Verifications by subscription to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverages for national life and non-uniform coverages with limited will decree generally the title to the property against all claims and demands, subject to any circumstances of record.

BORROWER COVENANTS that Borrower is lawfully seated of the estate hereby conveyed and has the right to manage, govern and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

All of the foregoing is referred to in this Security Instrument as the "Property".

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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 regulation), 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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be severable. Given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to cover all which the Property is located, in the event that any provision or clause of this Security instrument or the Note can be construed with application law; such conflict shall not affect other provisions of this Security instrument and the Note are declared to be severable.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located.

14. Notice. Any notice to Lender given to Borrower or Lender which is given as provided in this paragraph.

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 given to Lender or have been given to Lender or Lender's agent or Lender's attorney in fact by first class mail unless applicable law requires use of another method. The notice shall be delivered to the Property Address or by first class mail unless applicable law requires use of another method. The notice shall be given by delivery in writing to Lender.

13. Notices. Any notice to Borrower provided for in this Security instrument shall be given by mailing it to the mailing address under the Note.

Borrower, if a railroad reduces principal, the reduction will be treated as a partial prepayment without any repayment charge Lender may choose to make this required by reducing the principal owed under the Note or by making a direct payment to Borrower. If a railroad reduces principal by reducing the amount needed to be repaid to Borrower, permitted lending limit, then: (a) any such loan charge shall be reduced by the amount needed to reduce the charge to the exceed the permitted lending limit, and (b) any sums already collected from Borrower which exceeded permitted lending limit, will be repaid to Borrower.

and that law is finally interpreted so that the interest of either loan charges collected or to be collected in connection with the loan

make any accommodations which regard to the terms of this Security instrument or the Note without that Borrower's consent.

sourced by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, reduce or

Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums

instrument but does not execute the Note; (a) is co-signing this Security instrument only to mitigate, grant and convey that

paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

the sums sourced by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors

summaric proceedings against any successor in interest at any time for payment modish amortization of

an agree to release the liability of the original Borrower's successor in interest. Lender shall not be required to

of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment of indebtedness

the due date of the monthly payments recited, to paragraphs 1 and 2 of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

by this Security instrument, whether or not then due.

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

award or settle a claim for damages, or it, after notice to Lender the date the condominium officer to make an

if the Property is foreclosed by Borrower, or it, after notice by Borrower that the condominium officer to make an

sums sourced by this Security instrument whether or not the sums are then due.

Borrower and Lender otherwise agree 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 sourced immediately before the taking, unless

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

the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the

Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of

instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums sourced by this

value of the Property immediately before the taking is equal to greater than the amount of the sums secured by this Security

whether or not then due, with any access paid to Borrower. In the event of a partial taking of the Property in which the fair market

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument,

shall be paid to Lender.

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

Borrower shall give to Lender or its agent may make reasonable entries upon and inspect the Property. Lender shall give

9. Inspection. Lender or its agent may enter upon and inspect the Property. Lender shall give

instrument in accordance with any written agreement between Borrower and Lender or applicable law.

premises entitled to maintain mortgage instrument effective, or to provide a loss reserve, until the requirements for insurance

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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14. **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.

RECORDED AND RETURN TO: JOURNAL PORTER
ANN M. DOBRINSKI NOVEMBER 19, 1996
"OFFICIAL SEAL"

Notary Public

My Commission Expires:

Given under my hand and official seal, this 14th day of July, 1996,
signed and delivered the said instrument as ~~the~~ 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 ~~the~~ she
, personally known to me to be the same person(s) whose name(s)

1. ANN M. DOBRINSKI, a Notary Public in and for said county and state do hereby certify that
Romee B. THOMASSON, III + LINDA S. THOMASSON

County ss:

Cook

Notarized
(Seal)Notarized
(Seal)

LINDA S. THOMASSON
Judie S. Thomasson
Borrower
(Seal)

Romee B. THOMASSON, III
Romee B. Thomasson
Borrower
(Seal)

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

253533

- (Check applicable box(es))
- Adjustable Rate Rider
 - Condominium Rider
 - Family Rider
 - Second Home Rider
 - Other(s) [Specify]
- Balloon Rider
 - Biweekly Payment Rider
 - Biweekly Payment Rider
 - Gradual Payment Rider
 - Multi Developement Rider
 - Rate Improvement Rider
 - V.A. Rider

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.

This instrument was prepared by:
JOURNAL PORTER
ANN M. DOBRINSKI
"OFFICIAL SEAL"