

UNOFFICIAL COPY

92419603

9 2 5 5 7 5 4 6
I.L.LINOIS - Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3014 9/90
6068 (Property Address); (Street, City)
which has the address of 1516 S. VINER
(Street, City),
ILLINOIS
ZIP CODE
Which address is to be used for notices, bills, etc.
ILLINOIS
(State)
ILLINOIS
ZIP CODE
Which address is to be used for notices, bills, etc.
ILLINOIS

92557546

PROPERTY OF THE STATE OF ILLINOIS
THIS ATTACHED ADDENDUM "A",
1992 JULY 29 PM 11:10
92557546

ONE HUNDRED THIRTY SEVEN THOUSAND & 00/100
Dollars (U.S. \$ 137,000.00)
OAK PARK, IL 60301
address is 1048 WEST LAKE STREET
which is organized and existing under the laws of THE STATE OF ILLINOIS
and whose
tax ID #: 12-02-224-015 VOLUME: 135 COOK County, Illinois
Note. For this purpose, Borrower does hereby acknowledge, grant and convey to Lender the following described property located in
Illinois, security instrument, and (c) the performance of Borrower's obligations under this Security Instrument and the
modifications of the Note; (b) the payment of all other sums, with interest, advanced under this instrument; and (d) to protect the security of
instruments, which full debt, if not paid, payable on JULY 1, 2022.
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the last payment due under this note shall be the principal sum of
THESE ADDENDUMS, WHICH THIS SECURITY INSTRUMENT IS ENTITLED TO ACCORDING TO ITS TERMS, ARE BEING FILED HEREBY WITH THE CLERK OF THE CIRCUIT COURT OF THE STATE OF ILLINOIS AT OAK PARK, IL 60301,
FIRST CHICAGO BANK OF OAK PARK
(Borrower). This Security instrument is given as collateral for the payment of the principal sum of
the amount advanced by the lender to the borrower and the payment of all interest thereon, together with all expenses incurred by the lender in
connection therewith, including attorney's fees and costs, and any other expenses, and the payment of all taxes and assessments
which may be levied against the property or otherwise become chargeable against the same.
John A. Roush, and his wife, Linda, reside at 1516 South Viner Street, Oak Park, IL 60301.
The mortgagee is
THIS MORTGAGE ("Security Instrument") is given on JUNE 11TH, 1992
Lender, and whose
tax ID #: 12-02-224-015 VOLUME: 135 COOK County, Illinois
address is 1048 West Lake Street, Oak Park, IL 60301.
The mortgagor is
John A. Roush and his wife, Linda, reside at 1516 South Viner Street, Oak Park, IL 60301.

MORTGAGE
1901 SOUTH VINEERS ROAD, SUITE 300 92419603
OAKBROOK TERRACE, IL 60181 1992 JUN 12 PM 12:12
MIDWEST MORTGAGE SERVICES, INC.
PREPARED BY AND MAILED TO:
LOAN # 1726501
92419603

92419603

UNOFFICIAL COPY

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.

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 prepayment and late charges due under the Note.

2. Funds 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 under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments 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, 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 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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets 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 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.

The Funds shall be held in an institution whose deposits are insured 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 Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time 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 any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender 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 Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds 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 Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in 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 Funds 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 Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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 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, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these 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 lien in a manner acceptable to Lender; (b) contests in good faith the lien 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 Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

UNOFFICIAL COPY

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

92557546

92413603

UNOFFICIAL COPY

THIS SECURITY INSTRUMENT IS A DEED OF TRUST AND SECURITY AGREEMENT FOR THE PAYMENT OF AN OBLIGATION. IT IS MADE AND EXECUTED IN THE STATE OF ILLINOIS. IT CONSTITUTES A SECURITY AGREEMENT PURSUANT TO THE SECURITY AGREEMENT ACT OF 1937, AS AMENDED, AND A DEED OF TRUST PURSUANT TO THE DEED OF TRUST ACT OF 1937, AS AMENDED. IT IS A CREDIT AGREEMENT PURSUANT TO THE CREDIT AGREEMENT ACT OF 1937, AS AMENDED. IT IS A MORTGAGE PURSUANT TO THE MORTGAGE ACT OF 1937, AS AMENDED. IT IS A LIEN PURSUANT TO THE LIEN ACT OF 1937, AS AMENDED. IT IS A SECURITY AGREEMENT PURSUANT TO THE SECURITY AGREEMENT ACT OF 1937, AS AMENDED. IT IS A DEED OF TRUST PURSUANT TO THE DEED OF TRUST ACT OF 1937, AS AMENDED. IT IS A CREDIT AGREEMENT PURSUANT TO THE CREDIT AGREEMENT ACT OF 1937, AS AMENDED. IT IS A MORTGAGE PURSUANT TO THE MORTGAGE ACT OF 1937, AS AMENDED. IT IS A LIEN PURSUANT TO THE LIEN ACT OF 1937, AS AMENDED.

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)]

- Adjustable Rate Rider Condominium Rider
 Graduated Payment Rider Planned Unit Development Rider
 Balloon Rider Rate Improvement Rider
 V.A. Rider Other(s) [specify] _____

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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

Witnesses:

John A. Rouse

John A. Rouse
JOHN A. ROUSE

(Seal)
-Borrower

Laura H. Rouse
LAURA H. ROUSE

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

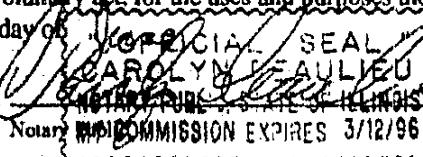
STATE OF ILLINOIS,

Cook

County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that John A. Rouse and Laura H. Rouse, his wife, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of *January*, 1996.



My Commission Expires:

This Instrument was prepared by:

JENNIFER DEMIRO

RECORD AND RETURN TO:
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

Page 6 of 8

Form 3014 9/90

UNOFFICIAL COPY

9 2 5 5 / 5 4 6

92419603

92557546

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PARCEL I: LOT 5 (EXCEPT A TRIANGLE IN THE SOUTHWEST CORNER OF SAID LOT 5 (BEING PART OF A VACATED ALLEY), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 A DISTANCE OF 5 FEET; THENCE NORTHEASTLY TO THE WESTERN END OF THE SOUTHWEST CORNER OF SAID LOT 5 AS EXPLAINED IN THE DEED OF SAID LOT 5, DESCRIBED AS FOLLOWS:

PARCEL II: 1/2 NORTH 1/2 OF VACATED EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 5.

PARCEL III: THE 1/2 NORTH 1/2 OF VACATED NORTH AND SOUTH ALLEY LYING WEST AND LIVING SOUTH OF THE SOUTH LINE OF SAID LINE AS EXPLAINED IN THE DEED OF SAID LOT 5, DESCRIBED AS FOLLOWS:

PARCEL IV: THAT PORTION OF THE EAST 1/2 OF SAID VACATED NORTH AND SOUTH ALLEY LYING NORTH OF THE CENTER LINE OF SAID LINE AND WEST ALLEY AS EXPLAINED IN THE DEED OF SAID LOT 5, DESCRIBED AS FOLLOWS:

PARCEL V: A TRIANGLE IN THE SOUTHWEST CORNER OF SAID LOT 5 (BEING PART OF VACATED ALLEY), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY, DESCRIBED AS FOLLOWS:

TWENTY FEET SOUTH TO THE PLACE OF BEGINNING, ALL IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDENDUM "A"
LOAN # 1726501
JOHN A. ROUSE
LADRA H. ROUSE

9 2 4 1 9 6 0 3

UNOFFICIAL COPY

Property of Cook County Clerk's Office

92419663

UNOFFICIAL COPY

MMS FORM 65A

4 5 6 5 2 6

92557546

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-10 YEAR TREASURY -Single Family-Family Uniform Instrument

92419603

HR

1999

JULY

which is called the "Change Date".

(A) Change Dates

1. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

In the initial fixed rate, as follows:

8.250

The Note provides for an initial fixed interest rate of

%. The Note provides for a change

2. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

and under further covenant and as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower

MAXIMUM NOTE THE BORROWER MUST PAY.

NOTE LISTS THE AMOUNT THE BORROWERS INTEREST RATE CAN CHANGE AND THE

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWERS INTEREST RATE. THE

[Property Address]

1516 S. VINE PARK RIDGE, ILLINOIS 60668

Security Deed (the "Security Instrument") of the same date and covering the property described in the Security instrument and located at

FIRST CHICAGO BANK OF OAK PARK, 1516 S. VINE PARK RIDGE, ILLINOIS 60668, is incorporated into and deemed to amend and supplement the Mortgage Deed of Trust or

Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to

Secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

19 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or

THIS FIXED/ADJUSTABLE RATE RIDER is made this 11th day of JUNE

(10 Year Treasury Index-Rate Caps)

FIXED/ADJUSTABLE RATE RIDER

9 2 4 1 9 6 0 3

172650

