

# UNOFFICIAL COPY

This Instrument Was Prepared By:  
CARTER TASHARSK

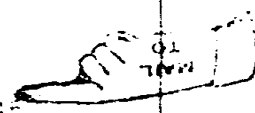
When Recorded Mail To

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1992 APR 20 PM 4 33

92259414

FIRST NATIONAL BANK,  
A FEDERAL SAVINGS BANK  
DOCUMENT CONTROL  
P.O. BOX 348480  
SACRAMENTO, CA 95834-8480



92586320

92428082

DEPT. OF RECORDING

\$29.50

T#4444 TRAN 4457 08/07/92 14:44:00

#7060 \* 92-586320

COOK COUNTY RECORDER

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 23, 1992  
The mortgagor is BRANISLAVA RATARAC A/K/A BRANWA RATARAC, DIVORCED AND NOT SINCE REMARRIED, AND  
DOROTHY RATARAC, A SPINSTER AND ALEXANDER RATARAC, A BACHELOR

*This mortgage is being amended noting and where  
the power has been corrected*

("Borrower") This Security Instrument is given to FIRST  
NATIONWIDE BANK, A FEDERAL SAVINGS BANK, which is organized and existing  
under the laws of THE UNITED STATES OF AMERICA, and whose address is 135 MAIN STREET, SAN  
FRANCISCO, CA 94105-1819

("Lender") Borrower owes Lender the principal sum of  
SIXTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 65,000.00). 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 APRIL 30, 1997. 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:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY  
REFERENCE.

Lot 287 in Eugenia Unit No. 2, being a subdivision of part of the  
Southeast 1/4 of the Southwest 1/4 of Section 12, Township 41 North,  
Range 12 East of the Third Principal Meridian, in Cook County,  
Illinois.

92586320

DEPT. OF RECORDING \$29.50  
T#5555 TRAN 8102 06/15/92 13:52:00  
#3777 E \* 92-428082  
COOK COUNTY RECORDER

92259414

which has the address of

(Property Address)

TOGETHER WITH all the improvements now or hereafter made on the property, and all fixtures, appurtenances, and fixtures  
now or hereafter a part of the property. All improvements and fixtures to 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 qualified for the mortgage, has the right to mortgage, grant  
and convey the Property and that the Property is unencumbered, except for a valid lien 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 contains uniform covenants for a national use and non-uniform covenants with limited variations  
by public law to conform to local law and to conform to the requirements of the Uniform

CLOSER ID

COOK # 0002719086

COOK # 0002719086

COOK # 0002719086

COOK # 0002719086

*29/92*

*100-549604-7*

92259414

92428082

UNOFFICIAL COPY

05780330  
05780330

Property of Cook County Clerk's Office

47-65226  
14-03358



UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

9 2 4 2 8 0 3 2

025596120

9211011

28058126

CLOSER ID: 1228  
File # 016  
A 13  
COPIES: 013 - Return to Lender  
2 of 3 - Borrower  
3 of 3 - Fee

9 2 2 5 9 4 1 4

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 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, the amount 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 requires 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 in mortgage insurance coverage until the amount of the mortgage insurance coverage is paid to Lender. 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 condemnation 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 effect 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 or 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 or 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 and 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 or preclude the exercise of any right or remedy.

12. **Successors and Assigns; 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 (as defined in this Security Instrument) in mortgage, grant and convey that Lender's interest in the Property under the terms of this Security Instrument 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 to that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then, if any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and if any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, Lender may choose to make this refund by treating 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 on 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 of this Security Instrument or the Note which can be given effect without the conflicting provisions of this Security Instrument or the Note are declared to be severable.

Loan # 0002710106  
Copies: 013 - Return to Lender  
2 of 3 - Borrower  
3 of 3 - Fee

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2 0 0 8 7 1 6



# UNOFFICIAL COPY

0225982120

11.05226

- Adjustable Rate Rider  
 Graduated Payment Rider  
 National Rider  
 Other (specify) \_\_\_\_\_
- Condominium Rider  
 Planned Unit Development Rider  
 Convertible Rider
- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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 expiration of the period of acceleration, or (b) entry of a judgment reinstating the sale of the Property pursuant to any power of sale contained in this Security Instrument, or (c) entry of a judgment enforcing this Security Instrument. These 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 ensure 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 provisions 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 for normal residential uses and to maintenance of the Property. Borrower shall promptly give 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-ENVIRONMENTAL COVENANTS. Borrower and Lender hereby 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 proceedings the non-existence of a default or any other defenses 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 Homeestead Protection. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are attached to this Security Instrument, Lender and Borrower agree together with this Security Instrument, the covenants and agreements of either rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument and the rider, were a part of this Security Instrument (check applicable box(es)).

9 2 2 5 9 4 1 4

UNOFFICIAL COPY

Property of Cook County Clerk's Office

9 2 4 2 8 0 8 2





UNOFFICIAL COPY

002287120

Property of Cook County Clerk's Office

92259:14

9 2 4 2 8 0 4 2