

9-1-1992

RECORD AND RETURN TO:

FIRST RESIDENTIAL MORTGAGE, L.P.  
1855 ROHLWING ROAD - SUITE E  
ROLLING MEADOWS, ILLINOIS 60008

92587199

Part 1/3

[Space Above This Line For Recording Data]

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on **JULY 27, 1992** by **LAWRENCE A. GANSHO** and **BILEEN M. GANSHO, HUSBAND AND WIFE**

The mortgagor is

DEPT-01 RECORDING \$31.00

("Borrower"). This Security Instrument is given to **FIRST RESIDENTIAL MORTGAGE, L.P.**

T86616 TRAH 8774 08/07/92 10146100  
34773 28-18-402-587199  
COOK COUNTY RECORDER

DTC-91973  
which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **1855 ROHLWING ROAD - SUITE E**, **ROLLING MEADOWS, ILLINOIS 60008** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000.00)**, and **00/100** Dollars (U.S. \$ 108,000.00).

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 **AUGUST 1, 2022**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

**LOT 3 IN FIERKE HILL SUBDIVISION OF THE WEST 660.00 FEET OF THE EAST 1760.00 FEET OF THE NORTH 600.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

92587199

28-18-402-031

which has the address of **6619 COURTNEY DRIVE, OAK FOREST**, **Illinois 60452** ("Property Address"); Zip Code

Street, City,

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

Form 3015-1990  
Mortgage

VMP MORTGAGE FORMS (313)293-8100 (800)521-7261

Page 1 of 8

DRG. 1000  
Form 3015-1990  
Initials  
E6

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#### Level 1 Time

Borrower shall promptly discharge any lien which has priority over the Security interest in the collateral Borrower; (a) agrees in writing to the payment of the obligation incurred by the lien in a manner acceptable to Lender; (b) contributes in good faith the lien to Lender's assignment of the lien in a manner acceptable to Lender; or (c) removes the lien within 10 days of the giving of notice.

d. (Continued) Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may accrue over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay the principal amount thereof promptly upon receipt by Lender of notice of amounts to be paid under this paragraph.

1 and 2 shall be applied; first, to any preparatory 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.

(Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender at the time of acquisition of title as credit against the sums secured by the Property); shall apply any funds held by Lender at the time of acquisition of title as credit against the sums secured by the Security Instrument.

for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Leader is any time in not sufficient to pay the Borrower interest when due, Leader may so notify Borrower in writing and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

The Funds shall be held in a joint account which depends on the nature of the Fund, its purpose, and the law under which it is constituted. If the Fund is a general account, it may be held in my Federal Home Loan Bank. Under such circumstances, the Fund will apply the Borrower's terms, Lender may not charge more than the amount of the Fund and apply the law permitting Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent law reporting service used by Lender in connection with this loan, unless otherwise provided in the agreement or in the applicable law.

**Section 11(1)(b) of the Act** makes it an offence to contravene any applicable law.

2. Funds for taxes and insurance, subject to application by Landlord, 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 affect 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; (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 "Broker 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 Broker Items, or for taxes and insurance, or for any other item, subject to the maximum amount a creditor may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, whichever law applies to the Funds due on the basis of current data and reasonable estimates of expenditure of future

particular of and interfere on the debt evidenced by the Note and any payment and late charges due under the Note.

**UNIFORM COVENANTS, BOTTWER AND LARDE COVENANT AND AGREEMENT**

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants which limited application by usage, location or conditionality, as determined by the parties.

**TOEPLITZ** will fit in the impervious box of materials placed on the progress, and the sections, applications, applications, and structures 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 the Security Instrument as the "Property".

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 301/00  
Date 1992

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Digitized by srujanika@gmail.com

16. **Printed/Handwritten Copy**: Both owner shall be given one conformal copy of the Note and of this Security Instrument.

15. **Securing Laws - Severability.** This Settlement Agreement 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 Settlement Agreement is held unconstitutional without application of law, such provision shall not affect other provisions of this Settlement Agreement or this Note which can be given effect without the constitutional provision. To the extent that the provisions of this Settlement Agreement and the Notes are declared

14. Notifier. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless otherwise specified below or by delivery in person to Borrower or Lender where given to Borrower or Lender who is provided in this Paragraph.

13. **Lawn Charges.** It is the loan received by the Society instrument in respect to a law which sets maximum loans on charge, and that law is finally implemented so that the relevant or other loan charges collected or to be collected in connection with the loans exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded the charge to the permitted limit, and (c) any sum already charged by the principal word under his or her mark in a direct payment to Borrower. It is further agreed by the parties that the reduction will be treated as a partial repayment without any payment to Borrower.

112. **Security and Ambiguity** Joint and several liability (*a-tiligare*). The novelties and anomalies of joint  
securities instruments shall bind and benefit the rule-makers and bring a lot of burden and power, which  
paragrapf 17. However, a covariant and agreement shall be joint and several. Any borrower who is obliged in Security and instruments shall be jointly and severally liable to the providers of the provision of  
Jointure but does not exceed the Note: (a) in co-signing this Security instruments only to manage, grant and convey the  
borrower's interest in the Property under the term; (b) in not personally obliged to pay the sum  
secured by this Security instrument; and (c) agree that Lender and any other Receiver may agree to extend, modify, certain or  
make any accommodation with regard to the terms of this Security instrument or to the date without that Borrower's consent.

11. Horowitz Not Releaded: Forfeiture of Lawyer Not a Waiver. Extension of the time for payment of malpractice of attorney of the firm sought by the Seco to lay claim against his lawyer not to a waiver of or preclude the right of the client to sue him.

Under a letter and Bortnowski, "Power and Neglect in Writing," any application of procedures to principle shall not extend as far as the moralities of paymasters released to in paragraphs 1 and 2 of change the amount of such paymaster.

If the Property is occupied by Borrower, or if, after notice by Lender to Borrower that the circumstances differ to make an award of a claim or 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, in its option, either to restoration or repair of the Property or to the sum received by Lien Security Latum, whether or not due.

to apply for a loan secured by this Security Instrument whether or not the amount is then due.

before the taking. Any balance due shall be paid to Borrower. In the event of a partial taking of the Property in condemnation or otherwise, the sum received by (or) the court or trustee under such proceedings, dividends, interest, rents, and other amounts received by the owner and lessor of the Property, shall be applied to the payment of the amount due on the Note.

In the event of a total taking of the Property, the proceeds shall be applied to the sum received by the Security Committee whether or not then due, with any extra as paid to Borrower. In the event of a partial taking of the Property in which the full market value of the Property immediately before the taking is equal to or greater than the amount of the sum received by the Security Committee held before the taking, the amount of the proceeds multiplied by the following fractions: (a) the total security instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a)

10. **Condemnation:** The proceeds of any award or claim for damages, direct or consequential, in connection with my condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby awarded and shall be paid to [redacted].

9. Impediment. Lender or its agent may make reasonable enquiry and inspection of the Property. Lenders shall give

payments may no longer be required, at the option of Lender, if the amount of insurance coverage (in the mortgage agreement) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay premiums and in accordance with any written agreement between Borrower and Lender or applicable law.

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Form 391  
Date 1985

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

21. Reciting, but not limited to, personalistic utterances, tests and tests of the evidence.

21. Acceleration of performance. Under normal circumstances (but not prior to acceleration under paragraph 17 unless of any emergency or otherwise), the party entitled to accelerate may provide notice to the other party specifying the date on which the party entitled to accelerate will exercise its right to accelerate.

NON-LINIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

A **Notice** is given in this Paragraph 20, "Environmental Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: **Asbestos**, **benzene**, **carcinogens**, **chlorides**, **lead** and **radon**.  
Benzene is a volatile organic compound that may cause cancer. Asbestos is a mineral fiber that may cause cancer and mesothelioma. Chlorides are chemicals that may cause health problems if ingested. Lead is a heavy metal that may cause brain damage in children. Radon is a radioactive gas that may cause lung cancer.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency involving the property and any Liens or Substamce of Environmental Law.

20. **Hazardous substances**, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances or materials, radioactive materials, or other materials which may be dangerous to health or safety or which may pollute the environment.

19. **Use of Note or Change of Loan Servicer.** The Note or a partial interest in the Note (regardless of who has been assigned to it) may be sold, transferred, or otherwise disposed of by the Lender to another Lender or to another party that has been assigned to it by the Lender. The Note or a partial interest in the Note (regardless of who has been assigned to it) may be sold, transferred, or otherwise disposed of by the Lender to another Lender or to another party that has been assigned to it by the Lender.

18. **Borrower's Right to Rebuttal**. If Borrower makes certain certain conditions, Borrower shall have the right to have any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for rebuttal) before sale of the property pursuant to any power of sale contained in this Security Interest (or (b) only if a judgment affecting the Securitization, those conditions are that Borrower: (a) pays Securitization payments or (b) fails to make all payments which were due under this Security Interest and the Note as it is no acceleration had occurred; (b) under all circumstances which would be due under this Security Interest and the Note as it is no acceleration had occurred; (c) pays any deficiency of any other overadvance or upgradements; (d) makes any late payment in the Securitization and the Note as it is no acceleration had occurred; (e) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (f) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (g) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (h) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (i) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (j) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (k) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (l) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (m) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (n) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (o) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (p) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (q) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (r) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (s) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (t) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (u) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (v) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (w) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (x) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (y) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred; (z) fails to make any timely payment in the Securitization and the Note as it is no acceleration had occurred.

If a member establishes that the option, under which he may exercise or defer exercise of his option, is not reasonably practicable, he may exercise or defer exercise of his option.

17. If you have any part of the property or a beneficial interest in it, it is not to any part of the property or any interest in it.

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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 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
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement 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 in any rider(s) executed by Borrower and recorded with it.

*Lawrence A. Gansho*  
LAWRENCE A. GANSHO

(Seal)

Borrower

*Eileen M. Gansho*  
EILEEN M. GANSHO

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County as:

I, The undersigned  
county and state do hereby certify that

LAWRENCE A. GANSHO AND EILEEN M. GANSHO, HUSBAND AND WIFE

, a Notary Public in and for said

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.

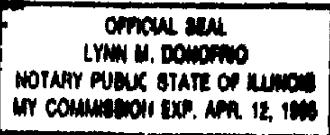
Given under my hand and official seal, this 27<sup>th</sup> day of July

1992

*Lynn M. Donofrio*

My Commission Expires:

04-12-95



Notary Public