AFTER RECORDING RETURN NOFFIC ALGO PY LOAN #: 10489651

935 LAKEVIEW PKWY. #105 VERNON HILLS, IL 60081

92604054

Volume:

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	MORTGAGE
THIS MORTGAGE ("Security Instrument")	is given on August 07
19 92 , The mortgagor is	DEPT-01 RECORDING \$29.00
KAREN R LENCIONI HUSBAND AND WIFE	DEPT-01 RECORDING \$29.00 T\$2727 TKAN 6318 08/14/92 11:38:00 \$0490 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
("Borrower"). This Geografy Instrument is given to	0
BancPLUS Mortgage Corp.	of the State of Texas
which is organized and ixisting under the laws to and whose address is	(78218 ("Lender").
9601 MCALLISTER FREEWAY, SAN ANTONIO, TX Barrawer awes Lender the plancy,of sum of	(78216 ("Lender"). JNDRED THIRTY SIX AND NO/100 Dollars
(U.S. \$ 136,636.00	is evidenced by Borrower's note dated the same date as this Security payments, with the full debt, if not paid earlier, due and payable on interest at the yearly rate of 8.000 percent. This Security of the debt evidenced by the Note, with interest, and all renewals, extensions of all other sums, with interest, advanced under paragraph 7 to protect the herformance of Borrower's covenants and agreements under this Security of loss hereby mortgage, urent and convey to Lender the following described
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	75 - 01
	The Divine
Real Estate Tax 101: 23-26-208-014	TAX 102:
which has the address of 22 S WOODLAND	
	(Street) (Chy)
(Zip Cade)	
fixtures now or hereafter a part of the property	or hereafter erected on the property, and all easements, appurtenances, and ty. All replacements and additions shall also be covered by this Security his Security instrument as the "Property."

BORROVER COVENANTS that Borrower is tawfully selsed 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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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TO SECURE AND ASSESSED FOR THE PARTY OF THE

- 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 Texes and Insurance. Subject to applicable law or to a written waver 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 texes and assessments which may attain priority over this. Sucurity instrument as a lien on the Property; (b) yearly feasehold payments or ground rents on the Property. If any, (c) yearly hazard or property insurance premiums; (d) yearly flood 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 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a tessor 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 Londer, if Lender is such an institution) or in any Federal Horne Loan flank. 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 taw permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate separation service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requirer in erest 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. In Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by Lenfer exceed the proubts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in excerdance 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 secred by this Security Instrument, Lender shall promptly refund to Borrowar any Funds held by Lender, if, under paragraph 21, Lender shall acquire or sall the Property, Lender, prior to the acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable (aw provides otherwise, a)) payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges die under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any tate charges due under the Note.
- 4. Charges; Liens. Recrower shall pay all taxes, assessments charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold carrients on ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that man ar, 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 tien which has priority over this Salurity instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the tien in a manner acceptable of 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 salfate cony to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to filen which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the iten. Borrower thall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. Hazard or Property Insurance. Borrower shall keep the improvements now existing or helefter directed on the Property insured against loss by fire, hazards included within the term "extended coverage" and any citic, 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 falls to maintain coverage described above, Lender in a 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 Londer 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 Borrowar 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 lessered, 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 3D 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 3D-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 Lander, 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 surns secured by this Security instrument immediately prior to the acquisition.

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- 8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Beccower 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 direumstances 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 forfetture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or intherwise materially impair the iten 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 lies created by this Security instrument or Lenger's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaucurate information or statements to Lender for 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 accupancy 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 parform 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 (aws 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 arms secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and enaming on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do 55.

Any amounts dictorsed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument, United Se

- 8. Mortgage Insurance, if Londer required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the pronounce required to maintain the mortgage insurance in effect, if, for any reason, the mortgage insurance coverage required by Leider lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cortgage insurance previously in effect, at a cost substantially equivalent to the cortgage insurance previously in effect, at a cost substantially equivalent mortgage insurance coverage, is not available. Borrower shall pay to Lender approved by Lender, if cone-twelfth of the yarly mortgage insurance premium heing paid by Borrower when the insurance coverage lapsed or ceased to be in effect, tender with accept, use and retain the is be, neats as a loss reserve in the of mortgage insurance. Loss reserve payments may has longer be required, at the option of Londer. If mortgage insurance coverage (in the amount and for the parked that Lender requires provided by an insurer approved by Lender, again becomes available and in obtained. Borrower shall pay the premiums required to maintain mortgage insurance in affect or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between corrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entiter upon and inspections of the Property, Lender shall give Borrower notice at the time of or prior to an inspection specifying re-sonable 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 muried to the sums secured by this Security Instrument, whether or not thun due, with any excess paid to Borrower. In the event of a partial taking of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument anallobe 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 alue of the Property immediately before the taking, divided by (b) the fair market alue of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking in the sums 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 condition offers to make in award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date in notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or replik 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; Forbearence By Lender Not a Walver. 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-eigners. 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

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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.

Sec. 1987

- 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 traits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted trait; 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 lowed 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 making it by first class mail unless applicable taw 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 a plicable 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 cectained to be severage.
 - 16. Borrower's Lop). 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 peneticial interest in Borrower is sold or transferred and Borrower is not a natural person) without bender's prior written corount, bender may, at its option, require monediate phymnent in full of all sums secured by this Security Instrument. However, this option, shall not be exercised by bonder if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender chall give Borrower notice of acceleration. The notice shall provide a period of not less than 3D days from the date the notice it 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 a any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of he Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing time Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be the under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreemants; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees: File of takes such action as Lender may reasonably require to assure that the flen 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 interes, 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 th. 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. Berrower shall not cause or permit the presence, use, disposal, starte, 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 Line. The preceding two sentences shall not apply to the presence. The presence 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 patroleum products, toxic patroleum products, toxic patroleum products, toxic patroleum products, materials containing asbestos or termaldeligide, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the juurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-LINIFORM COVENANTS. Reprover 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; ici a day, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and idi

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scolaration of the sums

that failure to cure the 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 easert in the foreslowure preceeding 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument, the devenants 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))

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Adjustable Rate Ride	Condo	minium Rider	1-4 Family Rider	
Graduated Payment Rider	ennsl ^d	d Unit Development Rider	Biweekly Payment	Rider
Balloon Rider	☐ Rate in	nprovement Rider	Second Home Ride	r
Other(s) [specify]				
BY SIGNING BELOW, Borrower acc	cents and locen	s to the terms and covenants	contained in this Securi	iv Instrumen
and in any rider(s) executed by Borrower	and recordad w			(Saal
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This Instrument was prepared by WENDY SUHLING of BancPLUS Mortgage Corp.

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Notary Public.

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