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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 8, 1992
The mortgagor is MAURICE BROWN AND KAREN BROWN, HUSBAND AND WIFE

Borrower: This Security Instrument is given to

FIRSTSTAR HOME MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF WISCONSIN
277 EAST WISCONSIN AVENUE, MILWAUKEE, WI 53202

(Lender). Borrower owes Lender the principal sum of

TWELVE THOUSAND SEVEN HUNDRED SIXTY-SIX AND NO/100-
Dollars (U.S. \$12,766.00)-----+ 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

NOVEMBER 13, 1992 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

300

County, Illinois.

LOT 739 IN HAZELCREST HIGHLANDS FOURTEENTH ADDITION, BEING A SUBDIVISION OF PART
OF THE NORTHWEST 1/4 OF SECTION 26 AND PART OF THE SOUTHWEST 1/4 OF SECTION 26,
ALL IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PERMANENT TAX ID#28-26-209-007

THIS IS NOT A PURCHASE MONEY MORTGAGE

559609226

which has the address of

16917 CENTRAL PARK
[Suite 1]

HAZELCREST
(C-3)

Illinois

60429
(Zip Code)

(“Property Address”).

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

Form 3814-520 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
700 South Cass, 1-800-369-1983 • TAA 619-701-1131

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5. Hazard or Property Insurance: Bonner will keep the improvements now existing or erected on the lots or parts of lots or the portions of lots which may be acquired by him, insured for the amount of the premiums of flood insurance, for which he shall be liable to the amounts and for the hazards of flooding, for which he shall be liable to the amounts and for the amounts and for the insurance premiums.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment in full of the obligation secured by the lien in a manner acceptable to Lender or (b) consents in good faith the lien by deposit 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 to release the lien by deposit against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien.

4. **Chargess:** Llenses, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security instrument, changes, times and improvements, alterations in the time directed by the manter provided in paragraph 2, or if not paid in this manner, Borrower shall pay the amount of these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall promptly furnish to Lender notices of amounts so paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this paragraph.

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.

Funds held by Lender in trust for all sums received by this security instrument, Lender shall promptly return to Borrower any sum payable under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums paid by Lender.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, 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 months, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurnerally, or similarly including Lender, if Lender is such as such an institution) or in any Federal Home Loan Bank. Lender shall repay the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Escrow account, or certifying the Escrow items, unless Lender pays Borrower interest on the funds and applying the Escrow items. However, Lender may make such a charge. Lender 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. Lender to make such a charge. 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. Lender to pay a one-time charge for holding and applying the Funds, annually analyzing the Escrow items, or certifying the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Escrow items, or certifying the Escrow items, unless Lender pays Borrower interest on the funds and applying the Escrow items. Unless applicable law permits Lender to make such a charge, Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the Escrow items, or certifying the Escrow items, unless Lender pays Borrower interest on the funds and applying the Escrow items. Unless applicable law permits Lender to make such a charge, Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the Escrow items, or certifying the Escrow items, unless Lender pays Borrower interest on the funds and applying the Escrow items.

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") which may alienate property 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) yearlylood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accord with the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Taxes and Insurance Items". In the event of a default, the maximum amount due to exceed the maximum amount a lender 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. § 2601 et seq. ("RESPA"), unless another law that applies to the funds plus a lesser amount, if so, Lender may estimate the amount of Funds due to the basis of current data and reasonable estimates of expenditures of funds. Escrow items or otherwise in accordance with applicable law, exceed the lesser amount. Lender may estimate the amount of Funds due to the basis of current data and reasonable estimates of expenditures of funds.

1. Payment of Principal and Interest; Performance 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.

THIS SECURITY INSTRUMENT constitutes written coverings for all uses and no limited warranties by itself or otherwise a uniform security instrument covering real property.

BONKOWSKI CONSTRUCTION grant and convey the Property to Bonkowsky, subject to the easements, covenants and restrictions set forth in the Deed.

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 realaccmenents and additons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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period, 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 2, 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 foreclosure 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 evidenced 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 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

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18. Borrower's Right to Remodel. If Borrower needs certain remodeling or renovation of his property, he may do so at his own expense, provided that he gives Borrower written notice of intent to remodel at least 30 days prior to the date of the remodeling.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is given to Borrower to cure the default.

12. **Transfers of Beneficial Interest in Mortgages** - If all or any part of the property in which the condominium unit is held by the corporation is transferred by the corporation to another person, the corporation may be liable for the payment of the amount of the transfer to the corporation.

13. 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 clause of this Security Instrument is declared to be unenforceable, such conflict shall not affect other provisions of this Note. Note and the Note are valid after without the conflicting provision. To this end the provisions of this Note shall remain valid and the Note can be valid after without the conflicting provision.

11. Notices. Any notice to Bontorner provided for in this Security Instrument shall be given by delivery to him at his office in Boston or to his address set forth in this instrument.

13. **Loan (charge).** If the loan received by this Society in payment or respect to a law which sets minimum loan charges, and loan or funds, integrally intended to defray expenses collected or to be collected in connection therewith, is required to bear interest at a rate exceeding the Note.

12. **Successors and Assignees' Right and Severability; Co-signees.** The co-signants and agreeements of this SecuritY instrument shall bind and preclude the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 12. Borrower's executors and administrators and agreeents shall be joint and several. Any Borrower or a co-signant of this SecuritY instrument shall be liable to pay to Lender and Borrower only to the extent of his or her liability under this SecuritY instrument, but does not exculcate the Note. (d) This SecuritY instrument is a personal obligation of the Borrower and is not a negotiable instrument. (e) This SecuritY instrument is not transferable by the Borrower without the written consent of Lender and the other Borrower. (f) This SecuritY instrument is not transferable by the Borrower without the written consent of the Note without the prior written consent of the Noteholders.

11. Borrower's Right to Release Notwithstanding any provision of the time for payment or acceleration of the sum secured by this Security Instrument granted by the Lender to any successor in interest of the holder of the Note or to any other party entitled to receive payment thereon, the Lender shall not be required to release the holder(s) of the Note or any other party entitled to receive payment thereon from the obligation to pay the Note if such holder(s) or party has received payment in full of the amount due thereon.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower to cancel the condominium offers to make an award of 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 of repair of the Property or to the sale of the Property in its sole discretion, whether or not then due.

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or the entry of a judgment entitling this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the hen 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 Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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