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AMERICAN
MORTGAGE
CORPORATION
Form 301A 8/80

ILLINOIS - Single Family - Family Member(s) Name - Illinois Uniform Instrument

(Zip Code) (Property Address)

ILLINOIS 60302 (Street, City)

92622298

SEE ATTACHED APPENDIX "A"

TAX ID #: 16-07308-015 & 16-07308-016 & 16-07308-017 VOL. 141 CO. OGDEN COUNTY, ILLINOIS
Note, for this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
Node, for the performance of Borrower's obligations and agreements under this Security Instrument and the
this Security Instrument and (c) the payment of all other sums, with interest, advanced under, accepted by or due under the security instrument and the
obligations of the Note; (d) the payment of all other sums, with interest, advanced under, accepted by or due under the security instrument and the
instrument advances to Lender; (e) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2022. This Security
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
address is 1048 WEST LAKE STREET
Dollars (U.S.) \$ 130,000.00

ONE HUNDRED THIRTY THOUSAND & 00/100

OAK PARK, IL 60301

which is organized and existing under the laws of THE STATE OF ILLINOIS
and whose address is 1048 WEST LAKE STREET
("Lender"), Borrower owes Lender the principal sum of

FIRST CHICAGO BANK OF OAK PARK
("Borrower"). This Security Instrument is given to

JOHN V. SCAFFER, HUSBAND AND WIFE

MURRAY D. BOIZAN and
THIS MORTGAGE ("Security Instrument") is given on APRIL 17th, 1992
The mortgage is

MORTGAGE

[Space Above This Line for Recording Data]

RECORDED TO CONVEY LEGAL DESCRIPTION

92622298

92264935

9264935

1992 APR 21 PG 3 23

OAKBROOK TERRACE, IL 60181

1901 SOUTH MERRYS ROAD, SUITE 300

MIDWEST MORTGAGE SERVICES, INC.

CITY COUNTY, IL 60181

LOAN # 1721674

RECORDED BY AND MAILED TO:

May 27 1992

9 2 6 4 9 3 5

PT 2-10-158

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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8. Aftermath Transience. It stands to reason that the permanence of reality is incompatible with the notion of transience as a condition of existence. The second step in this process will always involve the loss of reality as it is experienced, and return these perceptions to a level of reality as it was perceived prior to the onset of reality's disappearance.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument, unless otherwise provided in the Note and shall be payable, with interest, upon more than ten years to holder paying principal.

7. Protection of Landlord's Rights in the Property. It is the owner's legal right to prevent the conversion of the premises or any part thereof into a dwelling house or any other building or structure.

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Classes I, II and III do not have officer equivalents in writing, and I apply those officer equivalents to positions

(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 repair is necessary within 30 days of Lender's written notice, insurance proceeds shall be applied to restoration or repair of the property damaged, whether or not Lender's security would be lessened; the insurance proceeds shall be applied to the sums expended by this Security instrument, whether or not Lender has been paid or excess paid to Borrower; if Borrower abandons the property or does not answer within 30 days of notice from Lender that the insurance carrier has offered to settle a claim, then Lender may settle the insurance proceeds, Lender may use the proceeds to repair or restore the property or to pay sums so paid by this Security instrument, whether or not Lender did, prior to and before within the notice as given.

All insurance policies and renewals shall be acceptable to Landlord and shall include a standard nonnegligence clause; Landlord shall

5. Hazard or Property Insurance. Homeowner shall keep the insurance coverage as set forth below in effect on the Property to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

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

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

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

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

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

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4 : 6 : ? : ? : 1 : 3

Property of Cook County Clerk's Office
92622-98

PARCEL 11 THAT PORTION OF PARK, A SUBDIVISION IN THE WEST 1/2 OF SCOVILLE AND NILES SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DISCRIMINATED AS FOLLOWS: COMMUNICATING AT A 1/2" CAPBED IRON PIPE SITUATED AT THE NORTHEWEST CORNER OF LOT 16, THENCE SOUTH 0 DEGREES 00.00" EAST (ON AN ASSUMED 89 DEGREES 50.58" WEST 113.16 FEET FROM THE EASTERN LINE OF LOT 16 AND 17, THENCE SOUTH 44 DEGREES 32.56" WEST 61.34 FEET TO THE WESTERN LINE OF LOT 20, THENC 40 DEGREES 00.03" WEST 57.82 FEET ALONG SAID WESTERN LINES OF LOT 20 AND 17, TO A LINE DRAWN SOUTH 89 DEGREES 50.58" WEST 57.06 FEET TO THE POINT OF BEGINNING, WHICH NORTH 89 DEGREES 50.58" EAST 57.06 FEET TO THE POINT OF PARCEL 2, BOUNDARIES APPERTAINANT TO AND FOR THE HOMERIT OF PARCEL 1 AS SET FORTH IN DEEDS AND DOCUMENTS DATED DECEMBER 3, 1991 AND RECORDED DECEMBER 30, 1991 AS DOCUMENT 91-689392 AND AS PREPARED BY DEEDS FROM CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST 10-9395 TO BOLZAN & LOIS V. BOLZAN & LOIS V. DATED 4-16-1992 AND RECORDED 4-21-1992 AS DOCUMENT 92264934 FOR SOLEFFE, HIS WIFE INGERSO AND MURKES.

LITERAL DESCRIPTION

LOAN # 1727674
ADDITIONAL "A"
MANUFACTURER
NATIONWIDE
LOANS V. SCAMBER

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Property of Cook County Clerk's Office

3.1m - 2013

92622298

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Film 3014, 6/90

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23. **Waiver of liens and other charges.** Borrower waives all right of homestead exemption in the property without charge to borrower. Borrower shall pay any recordation costs.

22. **Redeem.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. **Acceleration of Remedies.** Under this rule a creditor will have no right to recover payment prior to acceleration under paragraph 17 unless any recovery of the Securitily instrument that has not yet been made under paragraph 17 would be ineffective to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not necessarily pursuant without further delay this Securitily instrument by judicial proceeding. Under date specified in the note, under its option, my holder may require immediate payment in full of all sums accrued by the date of a default or any other deficiency of borrower to nevertheless and notwithstanding, if the default is not cured or before the borrowing of the right to remitte after acceleration and the right to assert in the foreclosure proceeding the non-existent by this Securitily instrument, preference by judicial proceeding and sale of the property. The holder shall furnish information to cure the default or before the date specified in the note to the mortgagor may result in recovery upon of the sums secured that future to give the date the note is given to borrower, by which the defaulter must be cured; and (d) a date, not less than 30 days from the date the note is given to borrower, by which the defaulter must be cured; and (e) upon provide otherwise, the note shall apply: (a) the defaulter (b) the creditor entitled to cure the defaulter (c)

NON-LINEAR FORM COVARIANTS, BOTTOWER AND LINDNER FURTHER DEVELOPED AND TESTED AS FOLLOWS:

As used in this paragraph 20, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: volatile solvents, insecticides, rodenticides, herbicides and pesticides, ketones, aldehydes, and aromatic hydrocarbons. As used in this paragraph 20, "environmental law" means federal laws and laws of the state/district where the property is located that relate to health, safety or environmental protection.

Forwarter shall promptly give written notice of any investigation, claim, demand, liaison or other action by any government or regulatory agency or private party involving the Property and any Hazards Substance or Environmental Law or regulation of which Forwarter has actual knowledge. If Forwarter learns of or is notified by any governmental or regulatory authority or private party that any other remediation of any Hazards Substance or the Property is necessary, Forwarter shall promptly take all

20. Hazardous Substances. However, shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances or any combination thereof which may reasonably be expected to be injurious to health or to the environment?

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Deed) may be sold or, as more lines without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer"; if so, the new servicer monthly payments due under the Note and this Deed orally transmitting future debts may be one of the changes in the chain of title to the Note.

If I understand correctly, you have given me a detailed picture of your experiment. The outcome shall provide a good model of how basic genetic factors like opinion, gender and social class influence our choice of experimentation. The outcome shall provide a good model of how basic genetic factors like opinion, gender and social class influence our choice of experimentation.

16. *Borrower's copy*

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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 the Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

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

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

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

Witnesses:

~~EUGENE D. BOLZAN~~

(Seal)
-Borrower

LOIS V. SCAIFE

.....(Seal)

STATE OF ILLINOIS,

County SSI:

I, The Undersigned, a Notary Public in and for said county and state do hereby certify that
Eugene D. Bolger & Lois V. Scipio, husband & wife
, personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of April, 1992.

Given under my hand and official seal, this 11th day of August, 1912.

My Commission Expires: 15/9/22

My Commission Expires: 1-3-12 Notary Public Debra L. Jones

This Instrument was prepared by:

JENNIFER DEMIRO

RECORD AND RETURN TO: _____

MIDWEST MORTGAGE SERVICES INC. 1000 KEEFER ROAD, SUITE 100
DETROIT, MI 48226-3000 (313) 963-1000

