

PREPARED BY:  
JANICE M. HOLZHAUSER  
CHICAGO, IL 60655

# UNOFFICIAL COPY

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92635863

8000 8000 8000  
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RECORD AND RETURN TO:  
PACOR MORTGAGE CORP.  
3242 WEST 111TH STREET  
CHICAGO, ILLINOIS 60655

[Space Above This Line For Recording Data]

## MORTGAGE

: DEPT-01 RECORDING

\$31.50

313850102 CURR. REC'D. 08/27/92 11:33:00 T#3333 TRAN 2790 08/27/92 11:33:00  
\$6124 \* - 92-635863

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on AUGUST 14, 1992. The mortgagor is BRYAN J. O'CONNOR, HUSBAND AND WIFE AND CATHERINE MAHER-O'CONNOR, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to PACOR MORTGAGE CORP. ("Lender"). This Security Instrument secures to Lender the principal sum of NINETY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 95,000.00), which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 3242 WEST 111TH STREET CHICAGO, ILLINOIS 60655

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 SEPTEMBER 1, 2007. 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: LOTS 24 AND 25 AND THE EAST 2 FEET OF LOT 26 IN FRANK DELUGACH'S BEVERLY HEIGHTS, BEING A RESUBDIVISION OF BLOCKS 1 TO 8 BOTH INCLUSIVE IN HARPER AND ST. AUBINS BEVERLY HILLS SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

24-01-306-054

which has the address of 2811 WEST 91ST STREET, EVERGREEN PARK Illinois 60642 ("Property Address").

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



VMP MORTGAGE FORMS - (313)283-8100 - (800)621-7281

Street, City

DPS 1000

Form 3014-2720

Boe

AS A CONDITION PRECEDENT TO THE ISSUANCE OF THIS SECURITY INSTRUMENT, THE BORROWER AGREES TO PAY THE TAXES AND OTHER CHARGES AS PROVIDED FOR IN THE SECURITY INSTRUMENT.

33-98-ACT-003

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Form 3014 8/80  
DPS 1988

GR(1L) 181011

313850102  
CASE 32828

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security Instrument, fixtures now or hereafter a part of the property. All replacements and additions, appurtenances, and equipment of and interest in the debt evidenced by the Note and any prepayment, principal and late charges due under the Note.

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, principal 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 attach priority over this Security Instrument as a lien on the Property; (b) yearly flood insurance premiums, 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 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 related may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, collects and holds Funds due on the basis of current daily and reasonable estimates of expenditures of future lesser amounts. 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 daily and reasonable estimates of expenditures of future less than the amount of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

The Funds or otherwise in accordance with applicable law.

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 charge. However, Lender may require, to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless otherwise agreed to by Borrower.

Without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months, 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 2, 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 made or given by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment due under the Note; second, to any late charges due under the Note; 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 attachable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay to the person owed payment, 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) consents in good faith the lien by, or defers 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 which may attach priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach 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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, lease, and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower waives 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 application 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 in accordance with applicable law.

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 attach priority over this Security Instrument as a lien on the Property; (b) yearly flood insurance premiums, or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments now or hereafter erected on the property, all replacements and additions, appurtenances, and equipment of and interest in the debt evidenced by the Note and any prepayment, principal and late charges due under the Note.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all encroachments, 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, lease, and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower waives 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 application by jurisdiction to constitute a uniform security instrument covering real property.



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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.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

DPS 1082  
Form 3014-9790  
Initials: *Bor*

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**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.  
without charge to Borrower. Borrower shall pay any recordation costs.  
DPS 1083 Form 301-A/9-90  
Page 3 of 6

**22. Remedies.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.  
**23. Acceleration; Remedies.** Lender shall give notice to Borrower prior to accelerating the 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) 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, foreclose by judicial proceeding and sale of the Property. The notice further specifies, Lender shall give notice to Borrower to collect all expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorney fees and costs of title evidence.

Borrower and Lender further covenant and agree 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: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, asbestos, 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.

20. **Hazardous Substances**. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

any removal of other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

18. Borrower's Right to Remodel. If Borrower violates certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays all sums which he would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any deficiency of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument; or (d) makes such action as Lender may reasonably require to assure that the Lender has been fully compensated for its services in connection with this Security Instrument, including, but not limited to, reasonable attorney fees; and (e) takes such steps as Lender may reasonably require to assure that the idea of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. Notwithstanding the above, if the case of acceleration under paragraph 17,

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 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.

17. Transfer of the Property or a Beneficial Interest in Bottower. If all or any part of the Property or a Beneficial Interest in Bottower, if all or any part of the Bottower's interest in Bottower is sold or transferred to another person, the transferor shall not be entitled to exercise its rights under this instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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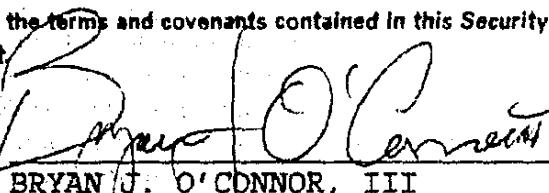
24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> V.A. Rider              | <input type="checkbox"/> Other(s) (specify)             |   |

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.

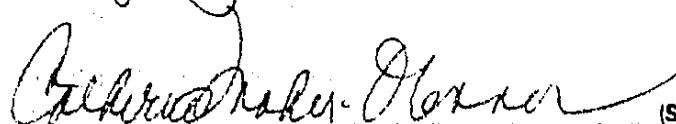
Witness

  
BRYAN J. O'CONNOR, III

(Seal)

Borrower

Witness

  
CATHERINE MAHER-O'CONNOR

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County ss:

, the undersigned  
county and state do hereby certify that

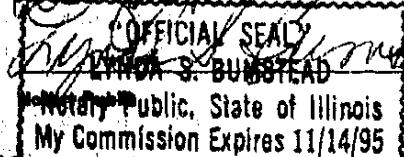
, a Notary Public in and for said

BRYAN J. O'CONNOR, III AND CATHERINE MAHER-O'CONNOR, HUSBAND AND WIFE

do hereby execute the foregoing instrument as their

personally known to me to be the same persons 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 14 day of



My Commission Expires:

DPS 1094