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TOXETHER 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 seised 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 teems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a rederally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedure: 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 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 instruction 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 hems. Lender may not charge for ower 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 perpots 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 configer on with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest a 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 account up 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 surns 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 of 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 flote.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground revis, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower s'all 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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BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1 800-397-2341) FORM MD 1-/L 5/20/91

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7/1	JANKERS SYSTEMS, N.D. ST CLOUD, NN 56302 (1.600-397-2341) FORM ND-1-IE. 6-20/91	
(O to 1 year) OBIS \$100 most	LLINOIS—Single Family—Fennie Mee/Freddie Mec UNIFORM INSTRUMENT	
	Minois South ("Property Address"), South	
ORLAND PARK	which has the address of II530 BROOKSHIRE DRIVE	
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MOLDO GELVO 1108652801 DVLKD OCLOBE	100-014-06-12 ON XAT	
9	*8861 '9	
This Security instruments instruments inferest, and all renewals, extensions an advanced under paragraph 7 to protect the protect the grant and convey to Lender this Security. Ultimoisticant and convey to Lender the following grant and convey to Lender this protection.	MERIDIAN, IN GOOK GOUNTY, ILLINOIS AND RECORDED AS DESCRICT 239 IN BROOK HILLS P. UNMERHIP 36 NORTH, RANGE I. LOT 239 IN BROOK HILLS P. U. D. UNIT FOUR, BEING A 20 described property located in COOK GOUNTY, Instrument and the Note; For this purpose, Borrower does herein, with interest, described property located in COOK GOOK (b) the payment of all other turns, with interest, described property located in present and the Note; for this purpose, Borrower does herein, mortigages and the Note; with interest, and the Note, and the No	
TY THREE THOUSAND FIVE HUNDREI	AND MOVIOUS GARD STREET, SURMAN, Dollars (11.5. 5. Cocity Instrument ("More	
	A 549 WEST 63RD STREET, SURMIT, IL 60501	
OR ITS ASSIGNS	"Borrower"), This Security instrain at is given to HARRIS BANK ARGO	
T 26, 1992 TENANTS,	THIS MORT INCE ("Security Instrument") is given on AUGUS	

MORTGAGE

This instrument was prepared by:

(8891bbA)

(Space Above This Line For Recording Data)

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property awaged, 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 sum Schred by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Botrov er 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 a covir d 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 ex st 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 on cerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrowe's shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title analistot merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the governants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly a feet Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce lay, for regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's lights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security In are ment, 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

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

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PANKERS SYSTEMS, INC., ST. CLOUD MN 56302 (1-600-397-2341) FORM MD 1 IL 62091

declared to be severable:

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 which can 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

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

brepayment charge under the Sote.

13. Loan Churges, if the loan secured by this Security Instrument is rarject 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 limits and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits will be reduced to Borrower Lender may choose to make this refund by reducing the principal ower lender the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a pacarl propagment without any

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 12. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to mortgage, grant and to pay the sums secured by this Security Instrument on the Property under the terms of this Security Instrument on personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower is consent, modify, torbear or make any accommodations with regard to the terms of this Security Instrument or, the Note without that Borrower's consent.

12. Successors and Assigns Bound; Joint and Seve at Liability; Co-signers. The covenants and agreements of this

modification of amortization of the sums secured by his Security Instrument granted by Lender to any successor in interest of Borrower's successor in interest or Borrower's successor in interest or refuse to extend time for payment or shell not be required to commonce proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by his Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. One preclude the exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

14. Borrower Sot Released; Forblarance By Lender For a Waiver. Extension of the time for payment or

the sums secured by this Security, institution, whether or not then due.

I aless Lender and Borrower ach inwise agree in writing, any application of proceeds to principal shall not extend or a such payments.

make an award or settle a ckin't for damages, Borrower fails to respond to Leader within 30 days after the date the notice is gaven, Leader is authorized to gold for and apply the proceeds, at its option, either to regionation or repair of the Property or to

if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

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 Security Instrument immediately before the taking is equal to or greater than the annount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following Property intraction: (a) the following Property intraction: (a) the fair market value of the Property immediately before the taking is less than the fair market value of the Property immediately before the taking is less than the sums anount of the Property intraction: (a) the fair market value of the Property immediately before the taking of writing or unless applicable law secured introclearly before the taking 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 otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are

assigned and shall be paid to Lender.

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 tieu of condemnation, are hereby

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

and Lender or applicable law.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall

of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage maurance 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 some insurance in effect, or to provide a doss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower

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16. Borrower's Copy. 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 beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law ana; 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 enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sum's y bich 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 the but not finited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the tien 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 congations 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 Loga Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times win out 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 increlated 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 Service, and the address to which payments should be made. The notice will

also contain any other information required by applicable lay:

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 snall 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 an investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party investigation, claim, demand, lawsuit or other action by any governmental Law of which Borrower has actual knowledge. If Borrower France, 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 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. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Form 3014 9/90 (page 5 of 6)

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this Security Instrument, the covenants and	ment. If one or more riders are executed by I d agreements of each such rider shall be inc ts of this Security Instrument as if the rid	orporated into and shall amend and
☐ Adjustable Rate Rider ☐ Graduated Payment Rider ☐ Balloon Rider ☐ Other(s) [specify]	☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Rate Improvement Rider	☐ 1-4 Family Rider☐ Biweekty Payment Rider☐ Second Home Rider
By Signing Relow, Borrower acceptand in any rider(c) cy-cuted by Borrower and	pts and agrees to the terms and covenants co direcorded with it.	intained in this Security Instrument
	THOMAS G. KELLY SCEE	
7	Social Security Number	347-30-2098
0,	x Sarah A. Relly	L (Seat)
	Social Security Number	JJJ-J4
[Sp	ace Below This Line For Acknowledgment)	
COOK	County :	
a Notary Public in and for said county and sta	THOMAS G. K LLL AND	SARAH A. KELLY, HIS
personally known to me to be the same person subscribed to the foregoing instrument, appea signed and delivered the instrument as	n(s) whose name(s)	edged that
Given under my hand and official seal	, this day of	two big the way of a many find the
My Commission expires: // 2 4 93 "OPPICIAL SPAL" May Ann Bacter Notary Public, Sinte of Illi My Commission Expires 11	Motory P	
		