

## UNOFFICIAL COPY

ILLINOIS  
STATE OF

1992 SEP -2 AM 10:32

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This instrument prepared by  
and should be returned to:

(Space Above This Line For Recording Data)

## MORTGAGE

JENNIFER DEMING  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

33g

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 27, 1992** . The mortgagor is  
**ROBERT P. CRAVEN AND JANICE A. CRAVEN, MARRIED TO EACH OTHER**

("Borrower"). This Security instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** , and whose  
address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**  
( "Lender"). Borrower owes Lender the principal sum of  
**FIFTY THOUSAND & 00/100**

Dollars (U.S. \$ **50,000.00** ).

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 **SEPTEMBER 1, 2002** . 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. #: 25-06-313-025-0000

which has the address of  
Illinois

**1306 SOUTH LEAVITT STREET, CHICAGO  
60620** ("Property Address");  
(Zip Code)

[Street, City]

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

MD-OR(HL) (105)

VFM MORTGAGE FORMS • (313)291-8100 • (800)521-7291

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Form 3014 9/90  
Amended 8/91  
Initials: JC



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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 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 21 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 forfeiture 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 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 of mortgage insurance. Loss reserve

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Form 3811-000

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INVOICE:

Form 3811-000

given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note are declared to control with such conflict shall not affect other provisions of this Security Instrument or the Note which can be contradicted in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note is severable.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located.

Instrument shall be deemed to have been given to Borrower or Lender when given is provided in this paragraph.

16. Notice. Any notice to Borrower provided for in this Security instrument shall be given by deliverying it or by mailing it to the address stated herein or to any other address by notice to Lender. Any notice provided for in this Security

any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or

by first class mail unless applicable law requires use of another method. The notice shall be given by deliverying it or by mailing it under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to

Borrower him; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower.

permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan

13. Loss Charge. If the loan secured by this Security instrument is subject to a sum which sets maximum loan charges,

make any accommodation with regard to the terms of this Security instrument or the Note without that Borrower's consent.

Borrower's interest in the Property under the terms of this Security instrument, (c) is not personally obligated to pay the sums

17. Borrower's successors and assigns 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

18. Successors and Assigns; Joint and Several Liability; Co-Agents. The covenants and agreements of Lender and Borrower

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

any remedy.

in interest. Any forfeiture by Lender in exercising any right to remedy shall not be a waiver of or preclude the exercise of any

of this instrument by Lender by reason of any demand made by the original Borrower or Borrower's successors

complaint proceedings against any successor or Borrower's successors in interest. Lender shall not be required to

not operate to release the liability of the original Borrower or Borrower's successors in interest if Lender offers to make an

11. Borrower Notified; Notice by Lender Note & Waiver. Extension of the time for payment of modification

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Lender and Borrower agree to waive the notice of non-payment shall not extend or postpone

by this Security instrument, whether or not then due.

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

award as set forth in Article 7, Borrower fails to respond to Lender within 30 days after the note is given, Lender

If the Property is taken over by Borrower, or if, after notice by Lender that the condominium offers to make an

sums secured by this Security instrument whether or not the sums are then due.

Borrower and Lender, otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless

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

the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the

Security instrument shall be reduced by the proceeds multiplied by the following fraction: (a) the total amount of

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security

value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the fair market

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 a part taken of the Property, the proceeds shall be applied to the sums secured by this Security instrument,

shall be paid to Lender.

19. Condemnation. The proceeds of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

Instrument or other taking of any part of the Property, or for convenience in lieu of condemnation, in connection with any

Proceeds. Lender or its agent may make reasonable deductions upon and Lender the inspection.

20. Inspection. Lender or its agent may inspect between Borrower and Lender or application of the Property. Lender shall give

Instrument ends in reasonable time of prior to inspection specifically reasonable cause for the inspection.

provisions required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the



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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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement 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:

  
ROBERT P. CRAVEN

(Seal)

-Borrower

  
JANICE A. CRAVEN

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

County:

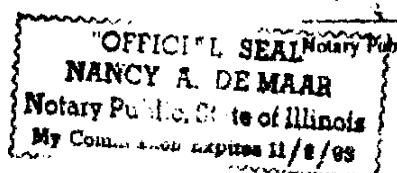
County ss:

I, ROBERT P. CRAVEN AND JANICE A. CRAVEN, MARRIED TO EACH OTHER

, 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 **THEIR** he 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 22 day of November, 1992.

My Commission Expires:



This Instrument was prepared by:

NM -SR(IL) (0100)

Form 3014 8/90

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Mail Suite 210  
One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312)732-4000

LOAN # 0000764902  
9306 SOUTH LEAVITT STREET  
CHICAGO, IL 60620

926493984

## LEGAL DESCRIPTION RIDER

THE SOUTH 1/2 OF THE NORTH 2/3 OF LOT 71 (EXCEPT THE WEST 165 FEET THEREOF) IN  
GEORGE A. CHAMBERS' SUBDIVISION, ON THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION  
6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 25-06-313-025-0000

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