

# UNOFFICIAL COPY

BOX 333 - JR

9 2 6 3 0 0 0 4

LOAN # 8226776

PREPARED BY AND MAIL TO:

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

1992 SEP 17 AM 11:05

92308884

92688884

(Space Above This Line For Recording Data)

## MORTGAGE

318

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 10th, 1992** . The mortgagor is

RONALD S. MCCLURE, SINGLE, NEVER MARRIED and

VINCENT P. SCHALL, SINGLE, NEVER MARRIED ("Borrower"). This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of **THE STATE OF ILLINOIS** and whose address is **1825 W. LAWRENCE AVENUE  
CHICAGO, IL 60640**

ONE HUNDRED TWENTY THREE THOUSAND & 00/100

Dollars (U.S. \$ 123,000.00).

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 **OCTOBER 1, 2023**. 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 TAX ID #: 14-18-216-022 VOLUME NO.: 480 COOK County, Illinois: LOT 5 IN CITY HOMES RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOTS 1 TO 6 AND 21 TO 24 IN BLOCK 11 IN RAVENSWOOD SUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTIONS 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of **4545 N. HERMITAGE 60640** ("Property Address").

[Zip Code] **CHICAGO** [Street, City]  
ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

SR(IL) (8106) 8226776

VHP MORTGAGE FORMS • 1313/200-8100 • (800) 821-7301

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Form 8014 9/90  
Amended 8/81

11/1/1992 JPA

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Form 301A (1960)

1/1/1960  
Form 301A (1960)

of the Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall notify the Lender or take one of more security instruments if Lender determines that any part of the Property is subject to a loan which may affect other parts of the Security Instrument or the loan, or (c) secures from the holder of the loan an agreement satisfactory to Lender to transfer title to Lender's possession of the loan to a third party to prevent the by, or defrauds against enforcement of the loan in, legal proceedings which in the Lender's opinion offends to good faith the loan writing to the payee of the obligation secured by the loan in a manner acceptable to Lender; (d) constitutes in good faith the loan Borrower; (e) agrees in Borrower shall pay all debts and expenses of the Security Instrument which may arise under the payee.

Borrower makes these payments directly, Borrower shall promptly advise Lender regarding the payments. If person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them in time directly to the which may arise prior to all taxes, assessments, charges, fines and impositions attributable to the Property.

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges due under the Note; second, to amounts payable under paragraph 2, third, to interest due; fourth, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Securitly instrument, shall apply only funds held by Lender to principal due, to any late charges due under the Note, 1 and 2 shall be applied: first, to any payment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument, Lender shall promissory refund to Borrower any funds monthly payments, as Lender's sole discretion.

If the Funds held by Lender exceed the amounts paid to Lender to make up the deficiency in no more than twelve to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in twelve not sufficient to pay the Secrow Item, Lender may so notify Borrower in writing, and, in such case Borrower shall pay due access funds in accordance with the requirements of applicable law, to the amount of the Funds held by Lender in any sum

However, Lender may require Borrower to pay a reasonable amount of compensation for an independent real estate tax reporting service used by the Secrow Items, unless Lender pays Borrower for all sums secured by this Security Instrument.

The Funds are pledged as additional security for all sums secured by this Security Instrument.

Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, at any time after in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law

However, Lender may require Borrower to pay a reasonable amount of compensation for an independent real estate tax reporting service used by the Secrow Items, unless Lender holds funds on the Funds and applies law permits Lender to make such a charge.

Lender, if Lender is such an individual, unless Lender is issued by a credit agency, instrumentality, or entity (including otherwise in accordance with applicable law).

The Funds shall be held in an individual whose deposit is held by a credit agency, instrumentality, or entity (including amounts due to the best of current data and reasonable estimates of expenditures of future Secrow Items or otherwise the amount of funds due, at any time, to Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds set a lesser mortgage loan may require for Borrower's account under the Federal Real Estate Settlement Procedures Act of 1974 a lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of para. 8, in lieu of the payment of mortgage insurance premiums. These items are called "Secrow Items". Any clearly measurable insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if and associations which may attain priority over this Security Instrument as a loan on the Property; (b) yearly leasehold payments 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

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Notes and any payment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayments and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS, Borrower and Lender covenants and agree as follows:

verbal by jurisdiction to consider a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains uniform covenants for railroad use and non-railroad covenants with limited

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to mortgage.

All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter created on the property, and all fixtures, appurtenances, and

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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 flood 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 foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), the 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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In such matters, similar to decisions to have other than a contractor who can give a better service in this particular area.

(d) Noticer. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by deliverying it by first class mail unless otherwise specified by notice to Lender. This notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Borrower. Any notice provided for in this Security Instrument shall be given by mailing it or by deliverying it to Borrower at the address set forth in the Security Instrument.

13. **Loan Charge.** If this loan is secured by the Security Instrument it applies to a new, which new maximum loan charge, 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 limit, 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 shall be repaid to Borrower, provided that the Note or by making a direct payment to 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.

12. **Successors and Assignees Bound; Joint and Several Liability; Co-defenders.** 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 this paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Borrower, and Lender may sue either or both of them as co-defenders in any action brought against either or both of them.

11. Borrower Not Responsible; Payment Not a Waiver. Extension of the time for payment of principal or interest by Lender in accordance by this Section shall not be a waiver of or preclude the exercise of any right to remedy available to Lender in exercising any right to remedy available to Lender in accordance by this Section.

Unilever Leontine and Borromeo declare under oath in writing, any application of proceeds to principal shall not exceed or participate of the proceeds of the monitory payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is transferred by Borrower, or it, after notice by Lender to Borrower that the condominium officer 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 which ever is then due.

10. **Confidential Information.** The processes or 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

9. **Inference.** Lender or its agent may make reasonable entries upon and inspectioons of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Payments may no longer be required, at the option of Lender, if the amount of 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 premium(s) in accordance with any written agreement between Borrower and Lender or applicable law.

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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 Reinstatate. 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 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 enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous 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, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

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

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Form 3014-9/80

**1901 SOUTH MURRAY ROAD, SUITE 300  
EXCELSIOR SPRINGS, MISSOURI**

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W. M. STANLEY

My Commission Ex parte  
Given under my hand and official seal, this 1<sup>st</sup> day of April, 1944  
Signed and delivered the said instrument as true & correct, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
, personally known to me to be the same person(s) whose name(s)  
,

Paul S. McLean; Michael P. Schell has written  
the lead story, a narrative public interest and studio do hereby certify that

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300)

HOTWATER

Dortmunder  
(Ses)

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18-100109-  
(10S)

BY SIGHTING BELOW. Borrower accepts and agrees to the terms and covenants contained in this Recital instrument and in any other(s) executed by Borrower and recorded with it.

<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Grandparent/Rider	<input type="checkbox"/> Second Hand Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Standard Unit Development Rider	<input type="checkbox"/> Rate Impairment Rider	<input type="checkbox"/> Ballroom Rider
<input type="checkbox"/> Admissible Rate Rider	<input type="checkbox"/> Other(s) (Specify)		

24. Reference to the Security Instruments. If one or more risks are excluded by Borrower and recorded together with this Security Instruments, the Co-contractant and agreeement of each such risk shall be incorporated into and shall remain valid and supplemental to this Security Instruments as if the risk(s) were a part of this Security Instruments.