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A.T.G.F.
BOX 370

- DEPT-01 RECORDING \$31.00
T#3333 TRAN 4296 09/17/92 12:35:00
#1070 4 *-92-689824
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

BOX 238
LOAN # 8270

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 5, 1992
The mortgagor is FRANCIS M. FIELDS AND MARY E. FIELDS, HIS WIFE

JAMES F. MESSINGER & CO., INC.

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of the state of ILLINOIS
5161-67 W. 111th STREET, WORTH, IL 60482

, and whose address is

EIGHTY THOUSAND AND NO/100— ("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 80,000.00—). 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, 2022. 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:

LOT 48 IN A. A. HERMANN'S CALIFORNIA AVENUE RESUBDIVISION OF SUNDAY
LOTS IN BLOCKS 9, 10, 27, AND 28 IN BEVERLY RIDGE SUBDIVISION ALSO SUNDAY
LOTS IN BLOCK 8 IN SECOND ADDITION TO BEVERLY RIDGE ALL IN SECTION 12,
TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 15740199. 32689824

PERMANENT TAX NO: 24-12-428-041

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E/C
6/9

which has the address of 10205 SOUTH CALIFORNIA AVENUE
[Street]
Illinois 60642 [Zip Code] ("Property Address");

CHICAGO
[City]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1076 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-530-0383 D FAX 616-783-1131

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Form WOIA 9/90 (page 6 of 6 pages)

WORTH, IL 60482

5161-67 W. 111TH STREET

(Address)

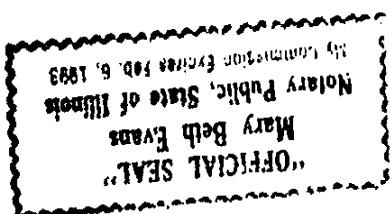
JAMES E. MESINGER & CO., INC.

(Name)

Loretta Bupprich

This instrument was prepared by

Notary Public



My Commission expires: 2-6-93

Given under my hand and official seal, this

fourth,

free and voluntary act, for the uses and purposes herein set
and delivered the said instrument as THEIR
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
signed
, personally known to me to be the said person(s) whose name(s) ARE
do hereby certify that FRANCIS M. FIELDS AND MARY E. FIELDS, HIS WIFE

I, the undersigned,
, a Notary Public in and for said county and state,

County ss:

COOK

STATE OF ILLINOIS.

TITLE COMPANY REPRESENTATIVE
Mary Beth Evans
Witnesses:

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

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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]
- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [Specify]

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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 Substance 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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Properties of broad gauge property insurabce, broader 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

one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment in full of the obligation secured by the lien in a manner acceptable to Lender; (b) enters into a written agreement against enforcement of the lien in legal proceedings which is to Lenders' opinion preferable to preserving the lien by, or defers enforcement of the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender underwriting the lien which may affect the security instrument. If Lender deems that any part of the Property is subject to a lien which may affect the security instrument, Lender reserves the right to require the Borrower to pay off such lien prior to the date of sale.

3. **Chargers:** Lenders, Borrower shall pay all taxes, assessments, charges and expenses of every kind which may accrue prior to maturity over this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on demand. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph.

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

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 advise Lender of his desire to do so and provide Lender with a copy of this Security Instrument.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, if the amount held by Lender in accordance with the requirements of applicable law, if the amount held by Lender shall account for Borower for the excess in accordance with the terms of application, if the amount held by Lender shall account for Borower in any time is not sufficient to pay the borrow amounts 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.

shall give to Borrower, without charge, an annual account of the Funds, showing each debt due to the Funds, and debts due to all sums secured by this Security instrument.

The Fund's name and the name of its institution, which appears in the document, is such that it can be identified by the Federal Home Loan Bank. Under this provision, the Fund shall pay the Federal Home Loan Bank the amount of the loan plus interest and any other charges or expenses that may be due under the terms of the loan.

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 accrue during the period, if any; (c) yearly 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 premiums. These items are called "Escrow items". Lender may, in my name, collect and hold Funds in an amount not to exceed the maximum amount authorized by the Federal Home Mortgage Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("REFSA"). Unless otherwise specified, Borrowers escrow account will be held under the terms of the Note.

UNIFORM COVENANTS. Both Owner and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with uniformities of record.

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".

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Condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby accepted 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.

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

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**INTERVIEW WITH THE FORMER CHIEF OF STAFF
OF THE RUSSIAN ARMY**

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

8. **Motorcycle Insurance.** If Lender receives a claim of making the loan secured by this security instrument, Borrower shall pay the premium required to maintain the motorcycle insurance coverage as a condition of making the loan secured by this security instrument. Borrower shall pay the premium required to maintain the motorcycle insurance coverage as a condition of making the loan secured by this security instrument until the premium paid by Lender exceeds the amount of insurance premiums paid by Borrower under the motorcycle insurance coverage for the period from the date of the previous payment by Lender to the date of the next payment by Lender.

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.

7. Protection of Lenders' 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 Lenders' rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the property (such as a package dealing in bulkhead), probably, for example, by a lien which has priority over the Security interest in the property, paying fees and attorney's fees and attorney's fees and expenses incurred by a lien which has priority over the Security interest in the property, although Lender may take action under this paragraph, Lender does not have to do so.

6. **Deeupamcy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application**
Institutional intermediaries, 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 executing circumstances exist which are beyond Borrower's control, Borrower shall not damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not be in default in performance of any obligation or action of protection, whether civil or criminal, in begun that in Lender's good faith judgment could result in forfeiture of the Property or provide him, whether civil or criminal, with the right to judgment in favor of Lender's security interest, Borrower may cause such a default and mitigate, as provided by this Security Instrument.

Unless Lessee, Lender and Borrower otherwise agree in writing, any application of proceeds to preclude shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 27 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 sum received by this Security.

Unless Landlord and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of the Property damaged, if the restoration of repair is economically feasible and Landlord's security is not lessened. If the restoration of repair is not economically feasible or Landlord'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 Landlord that the insurance carrier has offered to settle a claim, then Landlord may collect the insurance proceeds. Landlord 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 this notice is given.

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

periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable with respect to the nature of the risk involved.