

PREPARED BY:
PATRI KRAJEWSKI
LANSING, IL 60438

UNOFFICIAL COPY

RECORD AND RETURN TO:

32692871

STEEL CITY NATIONAL BANK
17130 SOUTH TORRENCE AVENUE
LANSING, ILLINOIS 60438

BOX 327

[Space Above This Line For Recording Data]

MORTGAGE

322714-6

: DEPT-01 RECORDING \$31.00
: T#2222 TRAN 8707 09/12/92 13:51:00
: 47995 P *-92-692871
: COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 10, 1992
CHARLES L. WALL, JR.
AND MARY ANN WALL, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
STEEL CITY NATIONAL BANK

92692871

which is organized and existing under the laws of
address is 17130 SOUTH TORRENCE AVENUE
LANSING, ILLINOIS 60438
ONE HUNDRED FIFTY THOUSAND
AND 00/100

Dollars (U.S. \$ 150,000.00).
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 72 IN FIRST ADDITION TO COUNTRY ACRES SUBDIVISION, BEING A
SUBDIVISION OF PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST
1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26,
1989 AS DOCUMENT NUMBER 89-343181, IN COOK COUNTY, ILLINOIS.

29-36-313-026-0000

8/31/92
Street, City

which has the address of 1837 183RD STREET, LANSING
Illinois 60438
Zip Code

(*Property Address*);

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

LAW -6R(IL) 91011

VMP MORTGAGE FORMS - 313-293-8100 - 800-521-7281

Page 1 of 5

DPS 1089
Form 3014 9/90

Initials: MMW
CBD

UNOFFICIAL COPY

[Signature]
m 3014 9/90
DPS 1030

४५८

Digitized by srujanika@gmail.com

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing; or (b) pays all of the obligations accrued by the lien in a manner acceptable to Lender, (c) conveys in good faith the lien to debtors or third parties acceptable to the Lender, or (d) conveys in good faith the lien to the Lender.

4. **Chargés;** Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, which may attach to the Property in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 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.

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.

twelve monthly payments, at Lender's sole discretion.

"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 is not sufficient to pay the Extraordinary expenses when due, Lender may so notify Borrower in writing, and if the amount necessary to make up the deficiency is less than the amount necessary to pay the Extraordinary expenses, shall make up the deficiency in no more than

The Funds shall be held in an institution 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 items. Lender may not charge Escrow for holding and applying the Funds, annually notifying the escrow account, or verifying the Escrow items. Unless less Borrower pays Lender to pay interests on the Funds and applies the law permits 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 connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to 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 accounting 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 sums secured by this instrument.

Under may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future years or otherwise in accordance with applicable law.

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount for a period not exceeding one year.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

1. Payment of principal and interest; repayment and late charges; nonowner such property may incur the use principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

huius now or hereafter a part of the property. All replacement and additions shall also be covered by this security instrument.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all leases, apprentices, and

UNOFFICIAL COPY

10/2014-5

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 judgement 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 16, 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

DPS 1091

Form 3014 9/90

UNOFFICIAL COPY

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 of this Note or instrument or the Note conflicts with the applicable law, such conflict shall not affect other provisions of this Security instrument or the Note to the extent that it does not affect the enforceability of the Note.

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

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 otherwise specified below. The notice shall be deemed to have been given when given to Borrower or Lender at Lender's address listed herein or any other address Lender designates by notice to Borrower. Any notice addressed to Borrower or Lender shall be directed to the property Address Security instrument shall be deemed to have been given when given to Borrower or Lender or Lender's address given to Borrower or Lender.

Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment under the Note.

Borrower's statement that does not execute the note; (g) is co-signatory this Security instrument only to the extent that such co-signature makes any accommodation with respect to the terms of this Security instrument; and (h) is not a holder or owner of the Note without that Borrower's signature under the note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-debtors and assignees of this exercise or any right or remedy.

not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to make any payment to any such successor by reason of any exercise of the power of substitution or otherwise.

unless Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments required by paragraph 1 and 2 or charge the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the condemnor offers to make an award or settles a claim for damages, Borrower fails to restore or repair of the property or to make an award or settle a claim for damages, Lender may collect and apply the proceeds, at its option, either to restore or repair of the property or to the sum secured by this Security Instrument, whether or not the due.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument.

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of all, or part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Under the proposed legislation, insurance companies would be prohibited from denying coverage to individuals with pre-existing conditions. The bill also aims to expand Medicaid coverage to all individuals under 133% of the federal poverty level, starting in 2014.

payments may no longer be required; at the option of Lender, if mortgage becomes available and is obtained; Borrower shall pay that Lender (under terms to be provided by an insurer approved by Lender) in the amounts and for the period

10. The following table shows the number of hours worked by 1000 workers in a certain industry.

UNOFFICIAL COPY

17. Transfer of the Property or a Beneficial Interest in Borrower in 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 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.

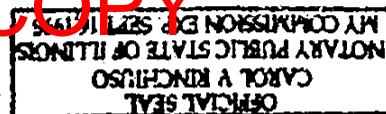
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

DPS 1093
Form 3014 9/90

UNOFFICIAL COPY

DPS 1094

Page 8 of 8



My Commission Expires:

Notary Public

1992

SEPTEMBER

Given under my hand and official seal, this 10th day of
free and voluntary act, for the uses and purposes herein set forth
me this day in person, and acknowledge that THIRY signed and delivered the said instrument as THIRY
personally known to me to be the same persons whose name(s) subscribed to the foregoing instrument, appeared before

CHARLES L. WALL, JR., AND MARY ANN WALL, HUSBAND AND WIFE
county and state do hereby certify that

a Notary Public in and for said

THE UNDERSIGNED

STATE OF ILLINOIS, COOK

County ss.

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Witness

(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
in any riders executed by Borrower and recorded with it.

922692872

in any riders executed by Borrower and recorded with it.

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

(Check applicable box(es))

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.