

# UNOFFICIAL COPY

Mail To:  
BOX 353

92693084

[Space Above This Line For Recording Data]

## MORTGAGE

September 4

THIS MORTGAGE ("Security Instrument") is given on  
19 92..... The mortgagor is JAMES R. BENSON and JUDITH A. BENSON, his wife  
PROSPECT FEDERAL SAVINGS BANK ("Borrower"). This Security Instrument is given to  
UNITED STATES OF AMERICA..... which is organized and existing  
under the laws of ROAD, LOMBARD, IL, 60148..... and whose address is 555 E. BUTTERFIELD  
Borrower owes Lender the principal sum of Ninety-Six Thousand Six Hundred and No/100 ("Lender").  
Dollars (U.S. \$ 96,600.00). 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, 2007. 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 prop-  
erty located in COOK County, Illinois:

LOT 41 IN PHASE 1-A OF PALOS WEST A PLANNED UNIT DEVELOPMENT, A SUBDIVISION  
OF PART OF THE SOUTH EAST 1/4 OF SECTION 29 AND THE NORTH EAST 1/4 OF  
SECTION 32, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1984 AS DOCUMENT  
NUMBER 27 013 433, ALL IN COOK COUNTY, ILLINOIS.\*\*\*  
P.I.N. 23-29-403-020

• DEPT-01 RECORDING \$31.00  
• T#3373 TRAN 4431 09/18/92 14:14:00  
• #1473 4-#-92-693084  
COOK COUNTY RECORDER

which has the address of 12631 PALOS WEST DR. ....  
[Street] .....  
PALOS PARK .....  
[City] .....

Illinois 60464 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security  
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Product 44713

53-21-000736  
W076

Form 3814 298 (page 1 of 6 pages)

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3100  
WC



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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 2(i) 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 payments may no longer be required, at the option of Lender, if mortgage 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 premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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Form 3814 850 (page 2 of 6 pages)

1. **UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:
- (a) **Property of Pledgors and Lienees;** Prepayment and Late Charges. Borrower shall promptly pay when due the principal of; and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Funds for Taxes and Liens. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender an **ad valorem** monthly payment which may attain priority over this Note. until the Note is paid in full; a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Note. until the Note is paid in full; a sum ("Funds") for (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in so: ordance with the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow Items." Lender may collect and hold Funds in an amount not to exceed the maximum amount set forth in the Escrow Account of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or other expenses in accordance with applicable law.
- The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, or entity (including Lender), unless Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender pays Borrower interest on the Funds annually untilizing the escrow account, or vesting the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, unless Lender has a right to do so under the Escrow Items. Lender shall account for all sums received by Lender for the excess Funds in accordance with the requirements of applicable law. Lender shall account to Borrower for any funds held by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall receive all amounts paid by Borrower under this Note.
2. **Fees for Taxes and Liens;** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender an **ad valorem** monthly payment which may attain priority over this Note. until the Note is paid in full; a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Note. until the Note is paid in full; a sum ("Funds") for (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in so: ordance with the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow Items." Lender may collect and hold Funds in an amount not to exceed the maximum amount set forth in the Escrow Account of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or other expenses in accordance with applicable law.
- If the Funds held by Lender exceed the amounts, combined to be held by applicable law, Lender shall account to Borrower for any funds held by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall receive all amounts paid by Borrower under this Note.
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 any principal due; and last, to any late charges due under the Note.
4. **Charges; 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 which shall pay item shall pay direct obligations in this Security Instrument, Lender may give Borrower a notice indemnifying the lessee of the license to this Security Instrument. Lender determines that any part of the Property is subject to a lien which prevents the transfer of title to the lessee, or (c) secures from the holder of the lease an agreement satisfactory to Lender's subagent, or (d) secures from the holder of the lease an agreement satisfactory to Lender's agent, or (e) secures from the holder of the lease an agreement satisfactory to Lender's lessor, or (f) secures from the holder of the lease an agreement satisfactory to Lender's assignee, or (g) secures from the holder of the lease an agreement satisfactory to Lender's transferee, or (h) secures from the holder of the lease an agreement satisfactory to Lender's successor in title by, or defends against enforcement of the lease in a manner acceptable to Lender; (b) contains in good faith the lease by, or defends against enforcement of the lease in a manner acceptable to Lender; (a) contains in writing to the obligee security instrument secured by the lease Security Instrument under this Note.
- Borrower shall promptly discharge any lien which has priority over this Security Instrument under this Note.
5. **Hazard or Property Insurance.** Borrower shall keep the improvements down existing or hereafter created 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. This insurance carrier provides insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonable. 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.

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21. Acceleration; Remedies; Borrower 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 the cancellation of any other remedy available to the Lender under this Security Instrument.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without further demand and may foreclose this Security Interest in full 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 attorney fees and costs of title evidence.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

NON-ENVIRONMENTAL COVENANTS. Borrower and Lender; further; covenant and agree, as follows:

that relate to health, safety or environmental protection.

used in this paragraph 20. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located 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 ammonia, radioactive materials, Asbestos used in this paragraph 20. Hazardous Substances, are those substances defined as toxic or hazardous substances As used in this paragraph 20. Hazardous Substances, are those substances defined as toxic or hazardous substances by Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority or agency of private party involving the Property and any Hazardous Substance or any government or regulatory agency or agency of private party investigating the Property, claim, demand, lawsuit or other action by Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly remove or other remediation of any Hazardous Substance affecting the Property is necessary, regardless of authority; that any removal or other remediation of any Hazardous Substance shall not be appropria-

use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as safe or non-hazardous.

The Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the pre-

of any Hazardous Substances on or in the property. Borrower shall not do, nor allow anyone else to do, anything affecting

19. Sale of real estate; Change of Lessor/Servicer. The Note or a partial interest in the Note (together; "with this Security Instrument) may be sold or more times without prior notice to Borrower. A sale may result in a change in the entity

instituted by this Note or a partial interest in the Note (together; "with this Security

right to reinstate this Note apply in the case of acceleration under Paragraph 17.

The note will state the name and address of the new Lessor/Servicer and the address to which payments should be made.

The note will state the name and address of the new Lessor/Servicer and the address to which payments should be made.

also be one of more changes of the Lessor/Servicer unrelated to a sale of the Note. If there is a change of the Lessor/Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law.

lincan as the "Lessor/Servicer," that collects monthly payments due under the Note and this Security Instrument. There

Instrument may be sold or more times without prior notice to Borrower. A sale may result in a change in the entity

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 note is delinquent or missed 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power granted in this instrument or of a judgment enforcing this Security Instrument. Those conditions are that Borrower

(a) pays Lender all sums which he would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenant or agreements; (c) pays all expenses incurred in enforcing this Security

17. Acceleration; Remedies; Borrower shall give Borrower notice of acceleration under Paragraph 17.

the sums secured by this Security Instrument shall continue unchallenged. Upon reinstatement by Borrower, this instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this

require to assume that the line 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. Lender may invoke

any applicable law may specify for reinstatement) before sale of the Property pursuant to any power granted in this instrument or of a judgment enforcing this Security Instrument. Those conditions are that Borrower

(a) pays Lender all sums which he would be due under this Security Instrument and the Note as if no acceleration had

occurred, (b) cures any default of any other covenant or agreements; (c) pays all expenses incurred in enforcing this Security

16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

any remedies permitted by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general

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 note is delinquent or missed 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power granted in this instrument or of a judgment enforcing this Security Instrument. Those conditions are that Borrower

(a) pays Lender all sums which he would be due under this Security Instrument and the Note as if no acceleration had

occurred, (b) cures any default of any other covenant or agreements; (c) pays all expenses incurred in enforcing this Security

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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)]

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider                    | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |  |   |

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:

*James R. Benson* ..... (Seal)  
JAMES R. BENSON —Borrower

Social Security Number 322-50-7477

*Judith A. Benson* ..... (Seal)  
JUDITH A. BENSON —Borrower

Social Security Number 340-40-7676

[Sign Below This Line For Acknowledgment]

STATE OF ILLINOIS  
COUNTY OF } SS:

I, *Edward J. Cerven*, a Notary Public in and for said county and state, do hereby certify that JAMES R. BENSON and JUDITH A. BENSON, his wife, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act (his, her, their) and deed and that they (he, she, they) executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 4th day of September, 1992.

My Commission Expires: 1-30-93

EDWARD J. CERVEN  
Notary Public

*Edward J. Cerven* ..... (SEAL)  
Notary Public

"OFFICIAL SEAL"

EDWARD J. CERVEN

This instrument was prepared by **PROSPECT FEDERAL SAVINGS BANK**  
My commission expires 1-30-93

555 E. BUTTERFIELD ROAD, LOMBARD, IL. 60148