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CHEMICAL BANK N. A. C/O CRMC
377 EAST BUTTERFIELD RD., #175
LOMBARD, ILLINOIS 60148

OL TOWN

92695932

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 12th 1992**
The mortgagor is **KENNETH M ANDERSON AND SUSAN M ANDERSON HIS WIFE**

Property of Cook County Recorder's Office

CHEMICAL BANK N. A. ("Borrower"). This Security Instrument is given to which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **C/O CHEMICAL MORTGAGE COMPANY, P.O. BOX 70208, CHARLOTTE, NC 28272-0208** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$ 100000.00)**. 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:

THE SOUTH HALF ($\frac{1}{2}$) OF LOT 11 AND LOT TWELVE (EXCEPT THE SOUTH 15 FEET THEREOF) IN BLOCK THREE (3) IN CENTRAL PARK WEST FIRST ADDITION, BEING A SUBDIVISION IN THE EAST HALF ($\frac{1}{2}$) OF THE NORTHWEST QUARTER ($\frac{1}{4}$) OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 1445518, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX #24-23-102-058

✓ . DEPT-11 RECD 9/18/92 15:56:00 \$31.50
✓ . T#3333 TRAN 1453 09/18/92 15:56:00
✓ . \$1588 + 92-695932
✓ . COOK COUNTY RECORDER

31.50

which has the address of **11348 S RIDGEWAY** **CHICAGO**
(Street) (City)
Illinois **60655** ("Property Address");
(Zip Code)

ILLINOIS- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1000 (100)

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

Great Lakes Business Forms, Inc. ■
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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 unchallenged. 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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(5080d 9/17 280d) 06/16 1106 112-2

3. Hazard or Property Damage - For actions set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (b) consents in good faith to the amendment of the lien to reflect the transfer of the security interest to Lender; or (c) ceases to own the property subject to the lien or takes other action to eliminate the lien.

Proprietary which may attain priority over this Security Interest, 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 out 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

3. Application of the Law Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2; third, to metered users, to any prepayment plan charges due under the Note, to amounts payable under paragraph 4; third, to metered users, to any prepayment plan charges due under the Note, to any late charges, fines and impositions attributable to the Note, to principal due, and last, to promote shall pay all taxes, assessments, charges, fines and impositions attributable to the Note.

Funds held by Lender, if under Paragraph 21, Lender shall acquire or sell the Property. Lender, prior to the acquisition or sale as a credit against the sums secured by this Security Instrument.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lenders, if Lender is such an institution or in any event from the Funds to pay all sums secured by instruments held in trust.

and fixtures now or hereafter a part of the property. All improvements and addititions 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 mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower, grant and convey the Property against all claims and demands, subject to all encumbrances of record.
THIS SECURITY INSTRUMENT combines uniformity, economy, instrument use and non-uniform covenants with limited alterations by jurisdiction to constitute a uniform instrument covering real property.
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal and Interest: 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.

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Single-family - Family/Multi-family Residential Environment - Uniform Coverage 9/90 (price effective 6/1/90)

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, shall be paid to the corporation, except as set forth in the leasehold agreement.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property; Lender shall and Lender's agents shall have the right to inspect the Property at all times during normal business hours.

Any amounts disputed 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 reducing

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); probable, for conduct in violation of law or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the property to the extent necessary to prevent damage to the property or loss of title to the property. Lender may include paying any sums secured by a lien which has priority over this Security Instrument, appropriate actions may be taken to protect the property and Lender's rights in the property. In court, paying reasonable attorney's fees and attorney's fees on the property to make repairs, although Lender may take action in court, paying reasonable attorney's fees and attorney's fees on the property to make repairs, although Lender may take action

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 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 2 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
Agreement.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of property, if the restoration or repair is economic, feasible and Lender's security is not lessened. If the restoration or repair is not lessened, it is not economic, feasible and Lender's security is not lessened, if the restoration or repair is not lessened, whether or not lessened, the insurance proceeds shall be applied to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace the property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance has been filed to the 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 has been filed to the 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 has been filed to the 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 has been filed to the instrument, whether or not then due, with any excess paid to Borrower.

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 the insurance company paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to the insurance carrier and Lender notice of loss if not made promptly by Borrower.

periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's option. Obligation to provide to trustee Lender's rights in the property in accordance with Paragraph 7.

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