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COOK COUNTY, ILLINOIS
RECORDED PERMIT NO.

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Loan # 002074492-6

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MORTGAGE

September 24,

19 92. The mortgagor is LISA M. LIDBERG - A SINGLE WOMAN, NEVER MARRIED and PATRICIA BAKER Married to LOUIS R. BAKER ("Borrower"). This Security Instrument is given to A.J. SMITH FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 14757 SOUTH CICERO AVENUE, MIDDLETHIAN, ILLINOIS 60445 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND No/100 Dollars (U.S. \$ 60,000.00). 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, 2002. 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 5 in Block 8 in Orland Hills Garden Unit Number 2, being a subdivision of part of the Southwest 1/4 of Section 9 and part of the North 1/2 of the Northwest 1/4 of Section 16, all in Township 36 North, Range 12, east of the Third Principal Meridian, according to the plat thereof recorded June 5, 1958 as Document 17226335, in Cook County, Illinois.

P.I.N.#: 27-09-309-016 V 146

which has the address of 10165 Hazel Court, Orland Park, IL, 60462, (City)

(Street)

Illinois 60462 ("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

Form 3014 1992 (page 1 of 6 pages)

Product 44712

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Form 3401 Note (page 2 of 6 pages)

1. **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.
 2. **Funds for Taxes and Insurance.** Subject to applicable law to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payable by the Note, until the Note is paid in full, a sum ("Funds") for flood insurance premiums, if any; (e) yearly mortgage premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly leasehold premiums or ground rents on the Property, if any; (g) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) for items are called "Escrow Items"; (f) any sums payable by Borrower for a federal mortgage loan may require for Borrower's escrow account under the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the maximum amount that applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an Escrow Agreement Act 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 estimate the amount of Funds due on the basis of current data and amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable expenses of future Escrow items or otherwise in accordance with applicable law.
 3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under secured by this Security instrument.
 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 or the Note; second, to annuities payable under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; third, to interest due under paragraphs 2; and last, to principal due; fourth, to any late charges due under the Note.
 5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against losses by fire, hazards included within the term "extending coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained and the property insured against losses by fire, hazards included within the term "extending coverage" and any other hazards, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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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 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 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 101 Rev. 6/98 (page 6 of 6 pages)

4471

This instrument was prepared by A. J. SMITH, F.S.B.

[Handwritten signature]

Notary Public
County of Illinois
My Commission Expires 12/19/95

Witness my hand and official seal this 31st day of September, 1993.

and do declare and declare that they executed said instrument for the purposes and uses herein set forth.
I, LISA M. TIDBERG - A SINGLE WOMAN, NEVER MARRIED and PATRICIA BAKER married, declare, freely and voluntarily aci
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 aci
and deced and declare that they executed said instrument for the purposes and uses herein set forth.
(initials, date)

COUNTY OF COOK SS:
STATE OF ILLINOIS
LISA M. TIDBERG - A SINGLE WOMAN, NEVER MARRIED and PATRICIA BAKER married, declare, freely and voluntarily aci
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 aci
and deced and declare that they executed said instrument for the purposes and uses herein set forth.
(initials, date)

3222705

A. J. SMITH F.S.B.
14757 S. CICERO AVE.
MIDLOTHIAN, IL. 60445
MAIL TO:

BOX 333

[Please Sign This Line For Acknowledgment]

Louis R. Baker is signing this instrument for the purpose
of waiving any and all保有權 rights.
Louis R. Baker is signing this instrument for the purpose
of waiving any and all保有權 rights.
LOUIS R. BAKER
Borrower
(Seal)
LISA M. TIDBERG
Borrower
(Seal)
PATRICIA BAKER
Borrower
(Seal)

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.

- Check applicable box(es)]
- Adjustable Race Rider Comdominium Rider 1-4 Family Rider
 Grandparent Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Impairment Rider Second Home Rider
 Other(s) [Specify]

[With this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument,
and supplements the covenants and agreements of each such rider shall be incorporated into and shall supersede
any rider(s) previously recorded with this Security Instrument.]

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

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

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23. Waiver of Homestead.

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 further enforcement by this Security Instrument, notwithstanding any provision to the contrary. The notice of the sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the property, shall further inform Borrower of the right to reinstate after acceleration and the rights in the event of a default or before the date specified in the notice, Lender shall demand and may foreclose this Security Instrument without further demand and may foreclose this Security Instrument of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judgment 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's fees and costs of little expense.

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 recording costs.

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 or otherwise transferred to a 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 as the "Loan Servicer." The Note or a notice to Borrower prior to the date of transfer must state the name and address of the new Loan Servicer and the address to which payments should be made.

18. Borrower's Right to Remonstrate. 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 enjoining this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which 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 obligations to pay the sums secured by this Security Instrument shall continue unchanged. Upon reacceleration by Borrower, this instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this instrument to the extent of its application under Paragraph 17.

If Leender exercises this option, Leender 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, Leender may invoke any remedies permitted by this Security Instrument. Leender may further notice or demand on Borrower.

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RECEIVED
IN THE CLERK'S OFFICE AND INDEXED
SEPTEMBER EIGHT

Property of COOK County Clerk's Office

Witness my hand and official seal

the eighth day of September



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