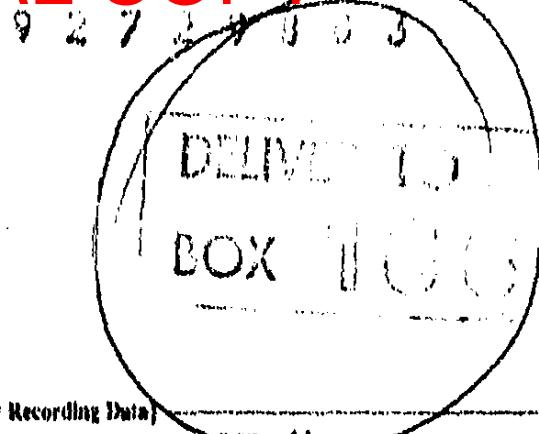


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MORTGAGE

DEPT-11

\$31.00

T#7777 TMAN 4571 10/01/92 09:03:00
W#701 # 4-92-729803
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 15, 1992**, by the mortgagor in

DANIEL J. FEDOR AND KATHLEEN A. FEDOR, HIS WIFE

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

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632**

(Lender). Borrower owes Lender the principal sum of

TWENTY SEVEN THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ **27,000.00**)

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, 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 property located in

COOK County, Illinois:

LOT 1 IN SALIHAR'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF BLOCK 16 IN KAUP'S ADDITION TO OAK LAWN, A SUBD. OF LOT 5 OF THE SUBD. OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND THE NORTH WEST 1/4 OF SEC. 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN, AND THE NORTH 16.50 FEET OF THE WEST 66.77 FEET OF THE SOUTH 1/2 OF THE WEST 1/2 OF BLOCK 16 IN KAUP'S ADDN. TO OAK LAWN, AFORESAID, AND THE NORTH 16.50 FT. OF THE SOUTH 1/2 (EXC. THE WEST 66.77 FT. THRF.) OF THE WEST 1/2 OF BLOCK 16 IN KAUP'S ADDN. TO OAK LAWN, AFORESAID ACCORDING TO PLAT OF SAID SALIHAR'S SUBD. REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 14, 1977 AS DOC. #LR2987928, IN COOK COUNTY, ILLINOIS.

PIN #24-04-102-128-0000

which has the address of **5515 OTTO PLACE**

Illinois 60453 [Zip Code]

("Property Address");

OAK LAWN

(Street, City).

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Form 3014 9/80

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This instrument was prepared on 06/09/96 at GREENBROOK, IL 60642-1984

Notary Public, State of Illinois Notary Public
DO NOTARIAL SEAL/30/96

My Commission Expires:

JACQUELYN WELSH

OFFICIAL SEAL

1992.

Given under my hand and notarized as free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
, personally known to me to be the same person(s) whose name(s)

DANIEL J. FEEDOR AND KATHLEEN A. FEEDOR, HIS WIFE

, a Notary Public in and for said county and state do hereby certify
County ass:

Dan J. Feedor

dm

L

STATE OF ILLINOIS,

ILLINOIS

Borrower
(Seal)

Borrower
(Seal)

KATHLEEN A FEEDOR
(Seal)

KATHLEEN A FEEDOR
(Seal)

DANIEL J. FEEDOR
(Seal)

DANIEL J. FEEDOR
(Seal)

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

- [Check applicable box(es)]
- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Fixed-Rate Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Improvement Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Other(s) [Specify] | | |

Security Instruments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
The documents and agreements of each such rider shall be incorporated into and shall amend and supplement
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
the governing documents of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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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.

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 or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household 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, 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." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 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 otherwise 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, 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 Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable 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 Security Instrument.

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 at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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.

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 household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on 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.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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21. Accordingly, our software is, reasonably unique, rare and costly to imitate;

22. Because, upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Interest without charge to Borrower. Borrower shall pay my my recordation costs.

21. **Accessories and Remedies.** Lender shall give notice to Borrower prior to acceleration that, within 15 days after any event of default in the Security Instrument (but not prior to acceleration unless otherwise agreed), Lender shall be entitled to collect all expenses incurred by Lender to remediate or repair damage to the property caused by Borrower's breach of any provision of the Security Instrument (but not prior to acceleration unless otherwise agreed).

22. **Acceleration and Remedies.** The notice shall specify: (a) the date the action remedies are filed; (b) the action remedies to cure the deficiency in payment; (c) a date, not less than 60 days from the date the notice is given to Borrower, by which the deficiency must be cured; and (d) the failure to cure the deficiency on or before the date specified in the notice may result in acceleration of the amount unpaid before the date specified in the notice to Borrower to Lender by Secured Lender for acceleration by judgment, proceeding or otherwise after acceleration and sale of the property.

23. **Non-exclusiveness of Remedies.** If the deficiency or any other deficiency or debt remains after acceleration and sale of the property, Lender may exercise any other remedy or debt collection procedure available to it under applicable law.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

As is used in this paragraph 20, "Standards 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.

Moreover, she shall promptly give [underwritten notice of any investigation, claim, demand, lawsuit or other action by any government or of any party investigating the financial condition of my trust] to the Trustee.

20. Hazardous substances, however, are capable of perunit the presence, use, disposal, storage, or release of any hazardous substances, however, or capable of perunit the presence, use, disposal, storage, or release of any hazardous substances that are generally recognized to be inappropriate to normal residential uses and to mitigate of the Property.

19. Same as Note C above or same times without payables. The note or if partial interest in the Note (logometric with this security instruments may be sold one or more times without payables to Borrower. A sale may result in a change in the entity known as the "Loan Service," that could affect monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the date and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

not apply in the case of reclassification under paragraph 17.

18. Borrower's Right to Remand. If Borrower meets certain conditions, Borrower shall have the right to have permanent or temporary custody without notice or demand on Debtor.

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 provided by this Security instrument without notice or demand or further action.

1. Transferee of the Property or a Beneficiary interest in Borrower, if it or any part of the Property or any interest in it is sold or transferred for a beneficial interest in Borrower, it will be exercisable in Borrower's name and will not be exercisable by Lender or by Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercisable by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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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 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

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

to be severable.

Given effect without the conflicting provision. To the end the provisions of this Security Instrument and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be satisfied in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note is declared void by a court, this Security Instrument shall be governed by federal law and the law of the state in which the Property is located.

17. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located.

Security Instrument shall be deemed to have been given to Lender or Borrower or Lender's attorney as provided in this paragraph.

18. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by mailing to Borrower at any other address designated 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

or by first class mail unless otherwise specified by law requires use of another method. The notice shall be directed to the Property Address in the first class mail unless applicable law requires otherwise. The notice shall be delivered to the Borrower Address in the first class mail unless otherwise specified by law.

19. Payment of charges. If the loan secured by this Security Instrument is subject to interest set forth in the Note,

Borrower, if a resident reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower.

Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct

borrower's interest in the Property collected from Borrower which exceeded permitted limits will be refunded to

to the permitted limit; and (b) any sums already charged from Borrower which exceed the amount necessary to

loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

and this law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the

make any accommodations with regard to the terms of this Security Instrument or the Note without limit Borrower's consent.

20. Loan Charge. If the loan secured by this Security Instrument is subject to the Note or without limit Borrower's

accessories in interest. Any interest by Lender in exercising any right of remedy shall not be a waiver of or preclude the

complaint proceedings against any accessory in interest or cause to extend time for payment or otherwise monetization

not operate to release the liability of the original debtor or Borrower's accessories in interest. Lender shall not be required to

of monetization of the sums secured by this Security Instrument granted by Lender to any accessory in interest of Borrower shall

11. Borrower Not Relieved; Right to Foreclose Not a Waiver. Extension of the time for payment or monetization

possesses the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Lender and Borrower agree in writing, any application of proceeds to principal shall not exceed or

accrued by this Security Instrument whether or not the sums are due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repayment of the property or to the sums

awarded or settled in a claim for damages, Borrower fails to respond to Lender within 30 days after the note is given,

If the Property is a land used by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make in

be applied to the sums accrued by this Security Instrument whether or not the sums are due.

unless Borrower or Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the property immediately before the taking is less than the amount of the sums secured immediately before the

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the property in which the fair

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

market value of the property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

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 the fair

in the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an application specifying reasonable cause for the condemnation.

9. Takeover. Lender or in agreement may make reasonable efforts upon and inspections of the Property. Lender shall give

insurance funds in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain coverage insurance in effect, or to provide a loss coverage, until the requirement for nonnegligent

that Lender (requisite) provided by an insurer approved by Lender approves available and is qualified. Borrower shall pay

payments may no longer be required, in the option of Lender, if more than insurance coverage (in the amount and for the period