

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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92744921

This instrument was prepared by:  
**MARGARETTEEN & COMPANY, INC.**  
526 NORTH CT. PALATINE, IL 60067

## MORTGAGE

60001310

338

THIS MORTGAGE ("Security Instrument") is given on **September 28th, 1992**.  
The mortgagor is **DIANE L ANDROVICH, DIVORCED AND NOT SINCE REMARRIED**

This Security Instrument is given to **MARGARETTEEN & COMPANY, INC.**, which is organized and existing under the laws of the State of New Jersey, and whose address is **One Ronson Road, Snelin, New Jersey 08830**. ("Lender").  
Borrower owes Lender the principal sum of

**One Hundred Thirty-Two Thousand, and 00/100 Dollars**  
(U.S. \$ **132,000.00**). 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 1st, 1999**. 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 70 IN HILLVIEW ESTATES UNIT 3, BEING A RESUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**  
PIN# 22-29-414-022-0000

92744921

which has the address of

**615 KEEPATAW LEMONT, IL 60439**

("Property Address")

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.

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MARGARETTE & COMPANY, INC.  
625 NORTH COURS, 3RD FLOOR  
CHICAGO, ILLINOIS 60606

MAIL TO: *[Signature]*

RECEIVED - CHICAGO CLERK'S OFFICE - 9/20/1992

RECEIVED - CHICAGO CLERK'S OFFICE - 9/20/1992

My Certification: I declare under penalty of perjury that the information contained

CHICAGO, ILLINOIS, on the 26th day of September, 1992,

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that:

before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument in his, her, their presence and under my hand and attested seal, this 26th

September 1992 to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared

and identified myself, for the uses and purposes herein set forth.

I, DIANE L. ANDROVICH, DIVORCED AND NOT SINCE REMARRIED,

STATE OF ILLINOIS, COOK

-Borrower

-Borrower

-Borrower

DIANE L. ANDROVICH-Borrower

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

The following Rider(s) are attached:

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

Instrument, the rider(s) shall be deemed a part of this Security Instrument.

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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 applicable law may permit 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 it would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do or 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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Form 301A 9/80

**EDUCATION - SINGLE FAMILY - FARM - UNPREDICTABLE INSTITUTION**

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(16/5 '48) 5 20-2 1949-2049

6. Occupancy, Protection, Maintenance, Repairs and Protection of the Property; Borrower's, Lessor's Applicable Laws and Remedies.

Unless Lender and Borrower otherwise agree in writing, trustee proceeds shall be applied to repair or replacement of property damaged, if the repair or replacement of property is economically feasible and Lender's security is not lessened, if the portion of repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums received by this Security instrument, whether or not there is a deficiency. If Borrower fails to settle disputes the Property or repair expenses, Lender may use the proceeds to repair or restore the Property or pay sums received by this Security instrument; whether or not there is a deficiency. The 30-day period will begin when the notice is given.

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 until payment in full of all debts and expenses of Lender and the Borrower.

**5. Hazard or Property Losses** - Bottowere shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extinguished coverage," and any other hazards.

3. **Applicability of Provisions.** Under app<sup>cable</sup> law providers otherwise, all payments received by Landers under Paragraph 1 and 2 shall be applied, first, to any prepayments due under the Note; second, to amounts payable under Paragraph

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 sum secured

Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in so more than twelve months, at Lender's sole discretion.

If the Funds held by Lentee exceed the amounts permitted to be held by applicable law, Lentee shall account to Borrower for the excess Funds according to the requirements of applicable law. If the amount of the Funds held by Lentee exceeds the amounts permitted to be held by applicable law, Lentee may do so for the benefit of the Lender as if such amounts were held by the Lender.

such a charge. However, Lenders may require Borrower to pay a one-time charge for an independent real estate tax appraiser to inspect the title and property of the Lender prior to the closing of the transaction.

The Funds shall be held in an institution whose deposits are insured by a federal agency, interummentality, or entity (including Lenders, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Broker's fees, Lender may not charge Broker for holding and applying the Funds, annually analyzing the new account, the Broker's fees, Lender may not charge Broker for holding and applying the Funds, annually analyzing the new account,

2. **Funds for Taxes and Expenses.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding the due date under the Note a sum ("Funds") for: (a) yearly security instruments and assessments which may attach priority over the Security Instruments as a lien on the Property; (b) yearly assessments of ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender; (g) second mortgages with the priorities of Paragraph 8, in lieu of the priorities of mortgage insurance premiums; (h) any amounts payable by Borrower to Seller; and (i) any other amounts payable by Borrower to Lender, at any time, at any amount due to Lender, unless otherwise provided in the Note.

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**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 by 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.

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. If, Borrower Notified, forborne by Lender Notified, Extreme of the law, for payment of most recent of the sums secured by this security instrument, to any success or in interest of Borrower of amortization of the sums secured by this security instrument granted by Lender to Borrower or in interest of Borrower to combine proceedings against him in respect of any other action or proceeding in which he is a party or of his succession in interest. Any proceeding by Lender in exercising any right or remedy shall be a waiver of Borrower's successive interests. Any proceeding by Lender in exercising any right or remedy shall be a waiver of Borrower's successive interests. Any proceeding by Lender in exercising any right or remedy shall be a waiver of Borrower's successive interests.

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, which any excess shall be applied to the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the Property in which the fair market value of the Property before the taking is less than the event of a partial taking of the Property in which the fair market value of the Property before the taking is less than the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the real estate before the taking, divided by (b) the fair market value of the Property before the taking. Any balance shall be paid to Borrower. In the event of a partial taking in which the fair market value of the Property immediately before the taking is less than the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the real estate before the taking, divided by (b) the fair market value of the Property before the taking.

10. **Condemednation.** 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 compensation in lieu of condemnation, are hereby assigned

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 demanding payment.

7. **Proceeder 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 as a proceeding in bankruptcy, probable, for condemnation or forfeiture or to enforce laws or regulations (such as a proceeding in bankruptcy, probable, for condemnation or forfeiture or to enforce laws or regulations), then Lender may include payment of any sums secured by a lien which has priority over this Security Interest, appearing in court, paying reasonable attorney's fees and costs of collection, and other expenses of collection, in addition to do so.

After the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless 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 not be liable for removal or destruction of otherwise valuable fixtures in the Property, whether civil or criminal, if begun in Lender's good faith judgment could result in forfeiture of the Property, or if removal of such fixtures would result in Lender's Security instrument of Lender's security interest in the Property.

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Property of Cook County Clerk's Office

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VAC

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## BALLOON RIDER (Conditional Right to Refinance)

60001310

THIS BALLOON RIDER is made this 28th day of September, 1992 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to MARGARETTEN & COMPANY, INC., organized and existing under the Laws of the state of NEW JERSEY

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

515 KEEPATAW LEMONT, IL 60439

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of October 1st, 2022, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

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WOLISTATE BALLOON RIDER-SINGLE FAMILY-FAIR USE UNIFORM INSTRUMENT FORM 3180 12/89

MAN-360 Page 2 of 2 (7/91)

**RECONCILING THE CONDITIONAL FINANCING OPTION**

BY SIGNING BELOW, Borrower agrees and agrees to the terms and conditions contained in this Balloon Rider.