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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 3, 19 ... 92... The mortgagor is MICHAEL L. TEMPERA AND LYNETTE M. TEMPERA, HIS WIFE ("Borrower"). This Security Instrument is given to **EMERGENCY SAVINGS BANK**, A FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 24 N. WASHINGTON STREET, NAPERVILLE, IL 60566 ("Lender"). Borrower owes Lender the principal sum of TWENTY EIGHT THOUSAND AND NO/100 Dollars (U.S. \$ 28,000.00). 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 30, 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 14 IN MORGANFIELD SUBDIVISION, A SUBDIVISION OF APRT OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REDCORDED JULY 23, 1987 AS DOCUMENT 87-407-027, IN COOK COUNTY, ILLINOIS.

PN# 07-36-407-078

DEPT-01 RECORDING \$33.00
T93373 TRAN 5899 10/07/92 14:10:00
96624 * -92-747450
COOK COUNTY RECORDER

which has the address of 1650 VON BRAUN TRAIL , ELK GROVE VILLAGE ,
(Street) (City)

Illinois 60097 ("Property Address");
(Zip Code)

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

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

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

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Product 44713

Form 2014-090 (page 1 of 8 pages)

1001 S AF Systems & Forms, Inc.
Chicago, IL • 1-800-323-3000

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2, 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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5. **Fees and/or Property Insurance.** Borrower shall promptly pay when due the premium of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note, the principal of and interest on the day nonday 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 leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage 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 not charge Borrower for holding and bold 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 future Escrow items or otherwise in accordance with applicable law.

6. **Charges.** Borrower shall pay all taxes, to printup due; and late, to any late charges due under the Note, paragraph 2; third, to interest due; fourth, to any late charges due under the Note; second, to amounts payable under paragraph 1 and 2 shall be applied; first, to any prepayment charges due under the Note; and, in such case any funds held by Lender, if under paragraph 2, Lender shall apply to herself the Property, Lender, prior to the acquisition of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower the amount received by Lender.

7. **Priority.** Funds held by Lender, shall apply to pay all taxes, assessments, charges and impositions attributable to the Property which may attain priority over this Security Instrument, chapter, taxes and impositions arising under the Payments.

8. **Priority of Payments.** Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing under the Note, to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid on time directly to the person named provided in paragraph 2, or if not paid in full, late, Borrower shall pay them shall pay these obligations in the manner provided in the Note; second, to amounts payable under paragraph 1 and 2 shall be applied; first, to any prepayment charges due under the Note; and, in such case any funds held by Lender, if under paragraph 2, Lender shall apply to herself the Property, Lender, prior to the acquisition of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower the amount received by Lender.

9. **Charges.** Borrower shall pay all taxes, to printup due; and late, to any late charges due under the Note, paragraph 2; third, to interest due; fourth, to any late charges due under the Note; second, to amounts payable under paragraph 1 and 2 shall be applied; first, to any prepayment charges due under the Note; and, in such case any funds held by Lender, if under paragraph 2, Lender shall apply to herself the Property, Lender, prior to the acquisition of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower the amount received by Lender.

10. **Priority of Payments.** Funds held by Lender, shall apply to pay all taxes, assessments, charges and impositions attributable to the Property which may attain priority over this Security Instrument, chapter, taxes and impositions arising under the Payments.

11. **Priority of Payments.** If the Funds held by Lender exceed the amount 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 is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case to make such a charge, however, unless Lender pays Borrower for holding and bolding the Funds, unusually analyzing the escrow account, or certifying the Escrow items, Lender may not charge Borrower for holding and applying the Funds, unusually analyzing the escrow account, or certifying the Escrow items, unless Lender has been given a one-time charge for an independent real estate reporting service needed by Lender in connection with his loan, unless applicable law provides otherwise. Unless an independent real estate reporting service is needed by Lender to be paid, Lender shall be responsible for all sums secured by this Security Instrument.

12. **Priority of Payments.** Funds held by Lender, shall apply to pay all taxes, assessments, charges and impositions attributable to the Property which may attain priority over this Security Instrument, chapter, taxes and impositions arising under the Payments.

13. **Priority of Payments.** Funds held by Lender, unless Lender has been given a one-time charge for an independent real estate reporting service needed by Lender to be paid, Lender shall be responsible for all sums secured by this Security Instrument.

14. **Priority of Payments.** Funds held by Lender, unless Lender has been given a one-time charge for an independent real estate reporting service needed by Lender to be paid, Lender shall be responsible for all sums secured by this Security Instrument.

15. **Priority of Payments.** Funds held by Lender, unless Lender has been given a one-time charge for an independent real estate reporting service needed by Lender to be paid, Lender shall be responsible for all sums secured by this Security Instrument.

16. **Priority of Payments.** Funds held by Lender, unless Lender has been given a one-time charge for an independent real estate reporting service needed by Lender to be paid, Lender shall be responsible for all sums secured by this Security Instrument.

17. **Priority of Payments.** Funds held by Lender, unless Lender has been given a one-time charge for an independent real estate reporting service needed by Lender to be paid, Lender shall be responsible for all sums secured by this Security Instrument.

18. **Priority of Payments.** Funds held by Lender, unless Lender has been given a one-time charge for an independent real estate reporting service needed by Lender to be paid, Lender shall be responsible for all sums secured by this Security Instrument.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

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

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

Witnesses:

MICHAEL L. TEMPERA

(Seal)
Borrower

Social Security Number.....

LYNETTE M. TEMPERA

(Seal)
Borrower

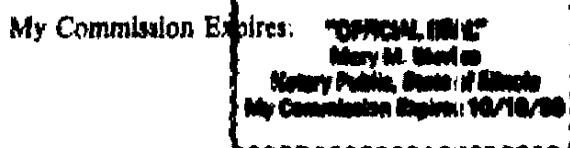
Social Security Number.....

(Sign Below This Line For Acknowledgment)

STATE OFILLINOIS.....
COUNTY OFKENDALL.....} SS:

I, MARY M. BLEVINS....., Notary Public in and for said county and state, do hereby certify that
MICHAEL & LYNETTE TEMPERA....., personally appeared
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing
instrument, have executed same, and acknowledged said instrument to befree and voluntary act
(he, her, their)
and deed and thatexecuted said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this380.....day of...OCTOBER....., 19..92..


(SEAL)
Notary Public

This instrument was prepared by....S. ADAMS.....
40771

REGENCY SAVINGS BANK.....
24 NORTH WASHINGTON STREET
NAPERVILLE, ILLINOIS 60566

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23. Warmer of Homestead. Borrower waives all right of homestead exemption in the Property instrument without charge to Borrower. Borrower shall pay any recordation costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower, but not until the Security instrument, Lender may invoke its power under paragraph 21, including, but not limited to, reasonable attorney fees and costs of title insurance.
21. Acceleration. Lender shall be entitled to accelerate the date of Borrower's obligation to pay all of the sums secured by this Security Instrument further demand and may foreclose this Security Instrument in full if not cured on or before the date specified in the Note for acceleration. If the debtor fails to pay all further principal balance of the Note to Borrower to the right to recover in the form of a deficiency judgment, Lender in his option may require immediate payment in full of the sum so recovered, and (d) shall deduct in the Note for acceleration and force sale of the Note, by which the Note is paid in full to Borrower, provided that Lender may deduct from the Note the amount applicable law provides. The Note is given to Borrower, by which the Note is paid in full to Borrower, to the right to recover in the form of a deficiency judgment, Lender in his option may require immediate payment in full of the sum so recovered, and (c) a date, set less than 30 days from the date the note is given to Borrower, (a) the deficiency, (b) the Note shall specify. The Note is given to Borrower, by which the Note is paid in full to Borrower, to the right to recover in the form of a deficiency judgment, Lender in his option may require immediate payment in full of the sum so recovered, and (d) shall deduct in the Note for acceleration and force sale of the Note, by which the Note is paid in full to Borrower, provided that Lender may deduct from the Note the amount applicable law provides. The Note is given to Borrower, by which the Note is paid in full to Borrower, to the right to recover in the form of a deficiency judgment, Lender in his option may require immediate payment in full of the sum so recovered, and (e) a date, set less than 30 days from the date the note is given to Borrower, to the right to recover in the form of a deficiency judgment, Lender in his option may require immediate payment in full of the sum so recovered, and (f) shall deduct in the Note for acceleration and force sale of the Note, by which the Note is paid in full to Borrower, provided that Lender may deduct from the Note the amount applicable law provides.

NON-UNITED NATIONS Borrower and Lender further covenant and agree as follows:

that relates to health, safety or environmental protection.

used in this paragraph 20, "Environmental Law" means federal laws and laws of any jurisdiction where the Property is located

permitted and herbicides, volatile solvents, metallic constituents of automobile, herbicides, and rodenticide interfere. As by Environmental Law and the following substances: gasoline, lubricants, other substances of toxic potential products, toxic

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances

Borrower shall promptly take all necessary remedial action in accordance with Environmental Law.

regulatory authority, that any removal of older remediation of any hazardous substance affecting the Property is necessary.

Environmental Law of which Borrower has actual knowledge, if Borrower learns, or is notified by any governmental or regulatory agency or party involving the Property and any Hazardous Substance or any government

Borrower shall promptly give Lender written notice of any investigation, claim, demand, warning or other action by

to normal residential uses and to maintenance of the Property.

use, or storage of the Property of usual quantities of Hazardous Substances that are generally recognized to be dangerous, that Property that is in violation of any Environmental Law. The proceeds from sale shall not apply to the proceeds of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting

of any Hazardous Substance on or in the Property, except to permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by applicable law.

This notice will state the same and similar of the new loan servicer and the date to which payments should be made.

Service, Borrower will be given written notice of this change in accordance with paragraph 14 above and applies to law.

also may be one of more changes of the loan servicer unrelated to a note of the Note. If there is a change of the loan (known as the "loan Servicer"), that collects monthly payments due under the Note and this Security Instrument. There instrumentation may be used on, or more loans without prior notice to Borrower. A note may result in a change in the entity

19. Sale of Note. Change of loan Servicer. The Note of a partial transfer in the Note (together with this Security right to transfer the note may apply to the case of acceleration under paragraph 17.

statement and use of option to cancel hereby shall continue fully effective as if no acceleration had occurred. However, this sum received by this Security instrument shall continue fully effective as if no acceleration had occurred.

regale to assure that the Note in the Note and Borrower's obligation to pay all amounts which have accrued in the instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably (a) pays Lender all amounts which have accrued under this Security instrument and the Note as if no acceleration had occurred; (b) causes any default of any other covenant or agreement; (c) pays all expenses incurred in defending this Security instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably

is applicable law may apply for cancellation before notice to the creditor of: (a) 5 days (or such other period as agreement of this Security instrument discontinued at any time prior to the creditor of: (a) 5 days (or such other period as by this Security instrument, Lender may invoke its option to pay these sums prior to the expiration of this period of no less than 30 days from the date the note is delivered within which Borrower must pay all sums secured by this Security instrument. If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period of no less than 30 days from the date the note is delivered of notice of acceleration. This option shall not be exercised by Lender if Lender may invoke law as of the date of this Security instrument.

secured by this Security instrument. However, this option shall not be exercised by Lender if Lender is entitled to preclude by federal person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

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APPENDIX A

LENDER AND BORROWER AGREE THAT ALL ADVANCES MADE, AND TO BE MADE, PURSUANT TO THE TERMS HEREOF SHALL HAVE AND CLAIM THE SAME PRIORITY AS ANY FUNDS PREVIOUSLY OR CONTEMPORANEOUSLY ADVANCED HEREUNDER. THE PARTIES AGREE THAT ALL FUNDS ADVANCED HEREUNDER SHALL BE ADVANCED NO LATER THAN TWENTY YEARS FROM TODAY'S DATE AND FURTHER, THAT THE INITIAL ADVANCE MADE HEREUNDER SHALL BE FOR A SUM OF AT LEAST \$5,000.00. IT IS FURTHER AGREED THAT IN NO EVENT SHALL THE AMOUNT OF THE ADVANCE MADE HEREUNDER EXCEED THE SUM OF \$28,000.00.

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