WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP. 8100 OAK LANE MIAMI LAKES, FL 33016 LOAN NUMBER 50-513292-3

92798513

[Space Above This Line For Recording Data] -

MORTGAGE

THIS MORTG AOE ("Security Instrument") is given on

OCTOBER 19TH . 1992

The mortgagor is

3

MICHAEL KORTAS AND ANITA KORTAS, HUSBAND AND WIFE

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

MULTI-BANK FUNDING CORP.

which is organized and existing under (in) laws of

ILLINOIS

, and whose address is

13 W. MAIN STREET, BENSENVILLE, IL 60106

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THREE THOUSAND AND 10/100

). This decreic evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 103,000.00 Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced NOVEMBER 1ST, 2022 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 the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Nov. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

LOT 21 IN WALTER SASS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 12-13-423-025

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T#7777 TRAN 1113 10/27/92 13:38:00 #-92-798513

COOK COUNTY RECORDER

which has the address of 4220 NORTH ODELL STREET

Hinoia

60634

("Property Address");

NORRIDGE

ILLINOIS -- Single Family -- Fanale Mae/Freddle Mac UNIFORM INSTRUMENT MFIL9141-04/91

[Zip Code]

Form 3014 9/90 (page 1 of 6 pages) Call: 1-800-630-6363 @ FAX 814-781-1131

NOFFICIAL COPY Locar 3074 3430 (bolle 3 of a bolles)

(COLD) STRUCK STEEL

resolutioning was more in once Society institutions. In a context increasing the context of the priority over this Security Institution, Londor may give Borrower and priority over this Security Institution, Londor may give Borrower aball switch the lies incincing of the context institution one or more of the sections set forth above within 10 days of the giving of notice.

5. Hearned or Property Institutions. Borrower shall keep the improvements now existing or honorables exceed on the fraction on the free property institution by fire, hereards included within the torns "extended coverage" and my other hazards, including flooding, for which Lendor requires insurance. This insurance shall be maintained in the amounts and specification or thoughts for which Lendor requires insurance. This insurance shall be maintained in the amounts and

uder this paragraph. If Borrower makes these payments directly, noncontinuous paragraph. If Borrower tasks the payments of the obligation accurate the payments are payments as a payment of the obligation accured by the lien in a manner acceptable to Leader, (9) colorage in glod/faith a writing to the payment of the obligation accured by the lien in a manner acceptable to Leader, (9) colorage in glod/faith to then by, or defends against enforcement of the binn in a manner acceptable to Leader, (9) colorage in glod/faith to then by, or defends of the lien; or (c) accured the bolder of the lien as agreement of the lien; or Leader to the lien as agreement assistation to Leader to the lien and the payment in the frequency is subject to a lien absorbed to the lien; between the color of the lien; between the color of the lien; between the color of the lien; between the lien is the lien; or the lien is the lien of the lien of the lien and the lien and the lien and the lien and the lien are the lien.

socured by this Security Institution.

If the Funds hold by Londer exceed the anounts permitted to be held by applicable. At Londer shall account to Borrower for the excess Funds held by Londer exceed the anounts permitted to be held by applicable. At the same as of the Funds held by Londer to pay tiene is not sufficient to pay the Escrow large due, Londer may so notify \$\overline{E}_{\overl

The Funds shall be held in an institution whose deposits are exceed by a federal agency, instrumentality, or entity (including Leader, if Leader shall apply the Funds on the same and a federal agency, instrumentality, or entity discluding Leader, if Leader shall apply the Funds and applicable by the service may not clarge for on the Funds and applicable law permits account, or verifying the Enerow Items, unless Leader pays Borrower interest on the Funds and applicable law permits cannot be made a clarge. However, Leader may require Borrower is one-time charge for an independent real Leader to make made or applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Leader aball no by required to pay Borrower any interest or estimate on the Funds and colour to the Funds and the Funds and colour to the Funds are pleader, shall be paid on the Funds and the Burtower and Leader shall give to Borrower without charge, an annual accounting to the Funds are pleader, shall be paid debias to the Funds and the Funds are pleaded as a subject on the Funds are pleaded as a subject of the Funds are pleaded as a statistical and debias to the Funds are pleaded as a subject of the Funds are pleaded as a subject on the Funds. It is Funds are pleaded as a subject of the Fund

limited variations by jurisdiction to are ideate a uniform security instrument covering real property.

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Lighthorn COVENANI'S, Bong, and Lender covenant and agree as follows:

Lighthorn and the first and intercent and the Note, and Late Charges. Borrower shall promptly pay when due the principal of and intercent and the charges due under the Note, and late charges due under the Note, and late charges due under the Note.

Lender on the day monthly payments are disc and the Note, until the Note is paid in full, a man ("Funder") for: (a) yearly taxes and assessments which many attein priority of this Security Instrument as a bind on the Property; (b) yearly lensehold for the note of ground the provisions of pragraph because it may; and (f) may sume payable by Borrower to monthage insurance premiums. These lenses are called "Ecrow literate" Lender may, at my time, chilect and hold Funde in an amount not to exceed the maximum and the fooderally related mortgage loss may require tor Borrower's excrow account under the fooderally related mortgage loss may require for Borrower's excrow account under the fooderally many and in the same secondance with the fooderally related mortgage loss may require tor Borrower's excrow account and to exceed the maximum amount a fooder late for the fooderally related mortgage loss may require to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless and the fooderally related mortgage loss may require to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless and the fooderally related mortgage loss may require to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless and the fooderally related mortgage loss manuals. It is an amount and the fooderally may be fooderally may be fooderally related mortgage loss of exponditures of current facts and loss of exponditures of exponditures of current facts and loss of exponditures of exponditures of confidence of exponditures. It is not to be fooderally received to the fooderally received to th

thed variations by jurisdiction to traditions a uniform security instrument covering real property. THIS SECURITY INSTRUMBNT combines uniform coverants for annional use and son-uniform coverants with

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TOGETHES WITH all the improvements now or hereafter erected on the property, and all casements, appurtonments and fixtures now or by reading to the property. All of the property is referred to in this Security Instrument as the "Property."

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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 is 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 Length and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due deta 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 process 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 extenuring 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 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 see chold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lease of 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 fail 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 for citure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Emperty and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has proprity 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 de Portower 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 leader 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.

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

19. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with Form 3014 9/90 (page 3 of 6 pages)

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enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as Louis 3014 3/30 (befie e di e bufer) 18. Borrower's Right to Relaminte. If Borrower meets certain conditions, Borrower shall have the right to have

remedics permitted by this Security Instrument without further notice or demand on Borrower.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

if Londer exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by 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 and Borrower is not a natural person)

16. Berrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Insurant or the Note which jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or any when given as provided furst closes mail to Londer's address stated herein or any other address Lender designates by pouce to Borrower. Any notice 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 ahall be given by 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by prepayment charge under the Mote.

a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any sums already collected flor. Borrower which exceeded permitted limits will be with the loan exceed the permitted lumins, then: (a) any such loan compete shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or reaction charges collected or to be collected in connection 13. Louis Charges. If the loan secured by this Security Denument is subject to a law which sets maximum loan BOLLOWER'S CORSCILL

forbest or make my accommodations with regard to the terms of this Security Instrument or the Note without that sums secured by this Security Instrument; and (c) agrees in Lender and any other Borrower may agree to extend, modify, Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the featurment but does not execute the Note: (a) is N-signing this Security Instrument only to mortgage, grant and convey that paragraph 17, Borrower's covenants and agree or nis shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and beneat the processors and assigns of Lender and Borrower, subject to the provisions of 12. Successors and Assigns Bound; Jo at and Several Linbillty; Co-signers. The covenants and agreements of this not be a waiver of or preclude the exercise of any right or remedy.

original Borrower or Borrower's su Actsons in interest. Any forbestance by Lender in exercising any right or remedy shall otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the shall not be required to comments proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of amora-ion of the sums secured by this Security Instrument granted by Lender to any successor in interest

Extension of the time for payment or Unless Loncov and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or aums secured by this Security Instrument, whether or not then due.

an award or eatile a claim for damages, Borrower fails to respond to Leader within 30 days after the date the notice is given, Leader is award or neglect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

neigned and shall be paid to a rough the Property immediately before the taking is oques and Lender or and them due, with any excess paid to present absolute of the Property immediately before the taking, taking is oques a secured by this Security Instrument insteadiately before the taking, included by the proceeds multiplied by the taking of the secured by this Security Instrument of the sums accured by the taking of the taking in the taking of the taking is the taking of the taking of the taking is the taking of the taking is the taking of the taking of the taking is the taking of the taking of the taking of the taking of the taking is the taking of the taking is taking of the taking is taking of the taking of the taking of the taking of taking taking the taking of taking t In the event of a total caking of the Property, the proceeds shall be applied to the sums secured by this Security

any condomination or other taking of any part of the Property, or for conveyance in heu of condemnation, are hereby

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's fights 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, nor allow anyone else to do, anything affecting the Property that is in violetical 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 remodiation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take all necessary remedial artion: 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, essoline, 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" mer as 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 Dorrower 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: (s) 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. If the default is not cured on or before the date specified in the notice sender 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 a liect 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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(mind g fo g all all high high man a a a (core, aleter METI . ◆ Notary Public, State of Illinois ◆ Notary Public, State of Illinois 13 M' WYIN SIBEEL' BENSENAITTE' IT 60106 Gall Maher (Mark) "OFFICIAL SEAL" MULTI-BANK FUNDING CORP., Yd boungong saw smanurstati bid? Motery Public My Commission expires: Given under my hand and official seal, this 30 YED OCTOBER 256T HI6I forth. free and voluntary act, for the rest and purposes therein set as thomutani bise of bosovilob bas **fpeft** subscribed to the foregoing instrument, appeared before me this day in person, and acknowlydged that FRBY bompia , personally known to me to be the same (s) whose mane(s) **916** do horeby certify that MICHAEL KORTAS AND ANITA KORTAS, WUSERND AND WIFE a Notary Public in and for said county and state, County ss: STATE OF ILLINOIS. Social Security Number Social Security Number мотгой. (les2) (**Leo2**) Social Security Number Social Security Number SISE-09-19E 4683- 45-SPE MICHAEL KORTAS **SATAON ATINA** towomoff. nawonod. (les2) (Les2) Withcat: Witness: A Femily Ridor

Siveosity Payment Ridor C.

Subine States

Subine Security Italian and in any ridor(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Other(s) [specify] Rate Insprovement Ridor Philipon Ridor Planned Unit Development Rider **Oraclusical Physicist Rider** Condominium Rider Adjustable Rate Ridor stryment. [Check applicable box(ce)] giornosa the coverages and agreements of this Security Instrument as if the richer(s) were a part of this Security this Security Instrument, the covenants and agreements of each moch rider whall be incorporated into and shall amend and

34. Rishors to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

1231-141-910 X03 C SECRETARY TO THE NOTION OF THE NOTION O