AB 513223496

9280,105

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on octor	BER 2,1992	The Mortgagor	15
THOMAS J. STITT. A SINGLE PERSON			("Borrower").
This Security Instrument is given to CHAMPION FEDERAL SAY			
which is organized and existing under the laws of UNITED STA	ATES OF AMERICA		_, and whose address is
13159 W. 14220. ST. LOCKE			("Lender").
Borrower owes Lender the principal sum of ONE HUNDRED TWO Longer (U.S.\$ 102,400,00 as this Security Instrument ("Nrite"), which provides for monthly personal to the Note, with interest, and all remove's, extensions and modificat advanced under paragraph 7 to project the security of this Security agreements under this Security Instrument and the Note, For this Lander the following described property located in	_). This dobt is eviden ayments, with the full and secures to Lender: llons of the Note; (b) a histrument; and (c) if	ced by Borrower's no debt, if not paid earli (a) the repayment o the payment of all ot ne performance of Bo	of the debt evidenced by their sums, with interest, prower's covenants and
τ_{c}			

LOT 9 IN BOULEVARD HEIGHTS SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECTANED JUNE 8, 1927 AS DOCUMENT NUMBER 9678805, IN COOK COUNTY, ILLINOIS.

TAX ID #22-20-439-019



92803105

DEP (-01 RECORDINGS

\$27.50

- T48888 TRAN 4082 10/28/92 14:30:00
- \$6707 \$ G *-- \$2-803105
- COOK COUPLEY RECORDER

which has the address of _	431 JULIA ST.		LEMONT
_		(Strapt)	(City)
Minois 804	19	("Property Address");	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appultunances, 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 selsed 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 covaring real property.

ILLINOIS - Single Family Family Mas/Freddle Mas UNIFORM INSTRUMENT

Loan ID: 035-00384818

(page 1 of 4 pages)

Carl Mach

Property of County Clerk

COMPRESSION OF THE STATE OF THE

UNIFORM COVENANTS. BOTOW

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 of to a written waiver by Lander, 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 altain 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, if any; (e) yearly morigage 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 lesset amount. If so, Lender may, at any time, collect and hold Funds it 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 lederal agency, instrumentality, or entity (including Lender, if Londer 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 witting, 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 hald 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 Esriov 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 Lander's sole discretion.

Upon payment in full of all surns secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21. Funder shall acquire or sell the Property, Lander, 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. Unit so 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 lain charges due under the Note.

4. Charges: Liens. Borrower shall pay all axes, assessments, charges, thes and impositions attributable to the Property which may attain priority over this Security Instrument, and Leanhold payments or ground rents, it 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. Biogrower shall promptly furnish to Lender all natives of amounts to be paid under this paragraph. If Borrower makes these payments

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by lire, 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 Leride is approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lendon'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 of the local between the company of the local prompt holds to the insurance currier and 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 lesse i.d. 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 Socially 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 stand or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. It 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 acquirition shall pass to the property that the property is secured by this Security Instrument impertially purposed to the acquirition. the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. 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 willing, which consent shall not be unreasonably withheld, of 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 torteiture 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 failth determination, precludes foriellure of the Borrower's interest in the Property or other material impairment of the flen 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

tee title shall not marge unless Londer agrees to the merger in willing.

7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covanants 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 forfalture or to antiorce laws or regulations), then Lander may do and pay for whatever is necessary to protect the value of the Property and London's rights in the Property. Londer's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' less and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts distributed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

Instrument, Unless Borrower, and Lerkler agree to other terms of payment, these amounts shall beer interest from the date of

dispursament at the Note rate and shalf 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 foan secured by this Sepulity 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 insurance coverage required by Lender lapses or ceases to be in ellect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in ellect, torn an alternate mortgage insurance previously in ellect, from an alternate mortgage insurance severage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearty 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 insurance in effect, to provide a loss reserve will be undivided to maintain mortgage insurance in effect, and the premiums required to maintain mortgage insurance in effect, and other payments are preserved and a contraction of the payments and to maintain mortgage insurance in effect, and the payment in accordance with any written agreement for mortgage insurance in effect, and the payment in accordance with any written agreement for mortgage insurance. 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.

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

or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property Immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured. inmediately before the telting, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the evant of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums socured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable to the sums socured by this Socurity Instrument whother or not the sums are than Jule.

If the Property is abandoned by Portower, or II, after notice by Lander to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrow's falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at it's option, either to restoration or repair of the Property or to the sums secured by this Security

Instrument, whether or not then due.

Unless Lander and Borrower otherwise arroy in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of

amortization of the surns secured by this Security instrument granted by funder to any successor in interest of Borrower shall not operate to release the flability of the original Borrowar or Borrower's successors in Interest. Lender shall not be required to commence proceedings against any successor in interest or letote to extend time to payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any cemand made by the original Borrower or Borrower's successors in Interest, Any

proceedings against any successor in interest or 1970 to extend time to payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any cemarch made by the bright Borrower or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy st. 3 not be a walver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; John and Several 12-billity; Co-algners. The covenants and agreements of this Security Instrument shall be done the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several 11-billity; Co-algners, the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several 10-billity; Co-algners, the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several 10-billity; Co-algners, the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several 10-billity; Co-algners, the provisions of this Security Instrument only to mortgagin, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally oblight of the part he sums secured by this Security Instrument is subject to pay the sums secured by this Security Instrument is subject to a law which sets maximum foan charges, and that law is linally interpreted so that the interest or other toan charges collected (or 10 be collected in connection with the loan exceed the permitted limit; interpreted so that the interest or other toan charges collected (or 10 be collected in connection with the loan exceed the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit; will be reduced by the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit; will be reduced by the reduced by the charge to the charge to the permitted limit; and by reducing like principal owed under the Note or by reaking

16. Borrower's Copy. Corrower 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 increst 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 or transferred. written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, However, whis 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 accideration. 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, I.ender 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 specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) error at 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' less; 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 in:erest 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 taw. 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.

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20. Hazardous Substances. Borrower shall not cause or permit the pregunce, 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 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

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 Environmenter 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 premptly take all necessary remediat 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 harbicides, volatile solvents, materials containing asbestos of formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws of the jurisdiction where the Property is located that relate to health, safety or phylronemental 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, forecloping by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after rice eration 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 remodes 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 play any recordation costs.

23. Walver of Hamestead. Borrow it walves all right of homestead exemption in the Property,
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 agreement 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))

Adjustable Rate Rider	Condominium Rider	1.4 Family Rider			
Graduated Payment Rider	Plannar Unit Development R	lder Biweekly Payment Rider			
Balloon Rider	Rate lingrovament Rider	Second Home Rider			
Other(s) (specify)					
rider(s) executed by Borrower and recorded		ants contained in this Security Instrument and in any			
Witnesses:	-	(A. 44-4)			
	THOMAS J. ST I Social Security Nu	(Seal) (Seal) (Borrower			
		(Seal)			
	Social Security Nu	mber			
	(Space Selow This Line For Asknowledgment	/Sc.			
State of ILLINOIS	-	C			
County <u>cook</u>	} 55:	8			
THE UNDERSIGNED		and for said county and state, do hereby certify that personally appeared			
before me and is (are) known or proved to I have executed same, and acknowledged sai		ormed of the contents of the foregoing instrument, free and voluntary act and deed and that			
HE executed said i	nstrument for the purposes and uses the	herein set forth.			
Witness my hand and official seafthis OFFICIAL TO	day of OCTO	BER . 1992			
My Commission Explos: ROSALBA VEI Notary Public - State: My Commission Explore: 340	RDIN of Illinois ophiber 3, 1995	OL Notary Public (Seal)			
This Instrument was prepared by: CHAMPION FEDERAL SAVINGS AND LOAN					

THE MORTGAGEE CERTIFIES THAT THE FORM AND SUBSTANCE OF THIS DOCUMENT IS THE FORM CURRENTLY IN USE.

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