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RECORD AND RETURN TO:
AMERICAN FINANCIAL CORPORATION OF
3903 NORTHDALE BLVD., #103W, ATTN: WOME, CONTROL
TAMPA, FLORIDA 33624

MAIL TO

92828718

[Space Above This Line For Recording Data]

MORTGAGE

LOAN # 1139

THIS MORTGAGE ("Security Instrument") is given on November 3, 1992. The mortgagor is MARJORIE DANIEL F/K/A MARJORIE KATO, A MARRIED WOMAN

("Borrower"). This Security Instrument is given to MERCANTILE MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 477 EAST BUTTERFIELD ROAD, SUITE 310, LOMBARD, ILLINOIS 60148

("Lender"). Borrower owes Lender the principal sum of Fifty thousand fifty and NO/100 Dollars (U.S. \$ 50,050.00).

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 November 9, 2002. 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:

THE SOUTH 2/3 OF LOT 7 AND THE NORTH 2/3 OF LOT 8 IN BLOCK 8 IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT 01 RECORDING \$31.50
781111 TRAN 9918 11/06/92 1113:00
\$69.00 * 92-828718
COOK COUNTY RECORDER

TAX I.D. #: 25-02-202-028

which has the address of

Illinois 60619
[Zip Code]

8752 SOUTH KIMBARK, CHICAGO

[Street, City]

("Property Address")

ILLINOIS Single Family Fauncle Mac/Freddie Mac UNIFORM INSTRUMENT

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VMP MORTGAGE FORMS 11-92-01-0100 100001217201

Page 1 of 6

Form 3014 8/90
Amended 8/91

3/11/18

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Form 3014 9/90

Digitized by srujanika@gmail.com

Given under my hand and official seal, this 3rd
of November, 1992.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
is the personal representative of the above-named person(s), whose name(s)
are signed and delivered the said instrument as HEP

State of Michigan, County of Wayne
I, J.C. Humes, Notary Public in and for said county and state do hereby certify
that MARJORIE DANIEL F/K/A MARJORIE KATO, A MARRIED WOMAN
. A Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS, Plaintiff,

Horroruler _____ **Horroruler** _____
(Seal) **(Seal)**

Hersteller
(Seal)

RECORDED
MARJORIE DANIEL F/K/A MARJORIE KARD - BORROWER
~~ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED~~ (Sect 1)

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Goldaminium Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Horse Improvement Rider	<input type="checkbox"/> Other(s) (Specify)	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Adjusitable Bike Rider	<input type="checkbox"/> Crimulated Payment Rider	<input type="checkbox"/> Hotline Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Clerks	<input type="checkbox"/> Clerk	<input type="checkbox"/> Clerk

24. Holders to this Security Instrument, if one or more orders are executed by Borrower and recorded together with this Security Instrument, the co-signants and agreeents of each such rider shall be incorporated into and shall amend and supplement this co-signants and agreeents of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly 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 mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in view of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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Page 5 of 6

Form 301a 9/90

23. **Waiver of Foreclosure.** Borrower waives all right of foreclosure except as provided in the Property.

Without charge to Borrower, Borrower shall pay any reasonable costs, 22. **Release.** Upon payment of all sums demanded by this Security Instrument, Lender shall release this Security Interest in full without charge to Borrower.

21. **Including, but not limited to, reasonable attorney fees and costs of title evidence.** Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale of all sums or before the date specified in the note, Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on

before the date of the notice to remit after acceleration and the right to assert in the foreclosure proceeding the former Borrower of this Security Instrument, foreclosing by judicial proceeding and sale of the Property. The notice shall further secured by this Security Instrument, foreclosing by judicial proceeding and sale of the Property.

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (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 of my covention or agreement in this Security Instrument that prior to acceleration under Paragraph 17 unless applicable law provides otherwise. The notice shall apply: (a) the default; (b) the action required to cure the default

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration of allowing Borrower's breach NON-JURIDIC GOVANTS. Borrower and Lender further covenant and agree as follows:

relate to health, safety or environmental protection.

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that pesticides and herbicides, volatile solvents, narcotics containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

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

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take of which Borrower has actual knowledge. If Borrower learns, or is notified by any government of regulatory authority, that government or regulatory agency or private party involving the property and any Hazardous Substance of Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any concerned user and to owner of the Property.

Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to removal

Hazardous Substances on or in the Property, however shall not do, nor allow anything affecting the information required as set forth in the Note.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note together with this Security

shall apply in the case of acceleration under Paragraph 17.

obligations assumed hereby shall remain fully effective as of the acceleration had occurred. However, this right to terminate shall

this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by

that the law of this Security Instrument, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure

carries any default of any other obligations of Borrower; (c) pays all expenses incurred in enforcing this Security Instrument,

Lender at sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)

Securities Instruments; or (b) entry of a judgment enjoining this Security Instrument. These conditions are that Borrower: (a) pays

applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this agreement of this Security Instrument different from the earlier of: (a) 5 days (or such other period as

18. **Borrower's Right to Remarket.** If Borrower meets certain conditions, Borrower shall have the right to have

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

Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums accrued by this

17. **Under certain circumstances, Borrower, who agrees that the exercise of a right to enforce a right to foreclose by this Security Instrument, shall provide notice to the Borrower in writing within 30 days of the exercise of such right to foreclose by this Security Instrument, specifying, as far as possible, the nature and amount of the sums accrued by this**

is sold to a bona fide third party. It is agreed that the notice to the Borrower in writing within 30 days of the exercise of such right to foreclose by this Security Instrument, specifying, as far as possible, the nature and amount of the sums accrued by this

16. **Exercise of the foregoing in a timely manner.** It is agreed that the exercise of a right to foreclose by this Security Instrument, specifying, as far as possible, the nature and amount of the sums accrued by this

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by curing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

(c) 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 of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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 otherwise required by law or by another method. The notice shall be directed to the property address of 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 to 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.

13. **Loan charges.** If the loan is secured by this security instrument it is subject to a law which sets maximum loan charges and that law is firmly interpreted so that the interests of other loan charges unaffected by it, are unaffected in connection with the charges.

unless I under and therefore, otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect all expenses, including attorney's fees, incurred by Lender in recovering the sum secured by this Security Instrument whether or not due.

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 assessed and shall be paid to the owner.

9. **Inspector**, **Lender** or **its agent** may make reasonable enquires upon and inspect certain parts of the Property, Lender shall give

Surveys have been conducted in the United States and Canada with the objective of determining the nature and extent of the problem.