

# UNOFFICIAL COPY

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

LOAN # 7904185



92844946

[Space Above This Line For Recording Data]

## MORTGAGE

FIRST AMERICAN TITLE INSURANCE #

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 5th, 1992

GREGORY PAUL SWIDERGAL and CONNIE LYNN SWIDERGAL, HIS WIFE, IN JOINT TENANCY

("Borrower"). This Security Instrument is given to INTERSTATE BANK OF OAK FOREST

: DEPT-01 RECORDING \$31.50  
: T94444 THAN 1239 11/12/92 14:29:00  
: 98497 S - 72-844946  
: COOK COUNTY RECORDER

which is organized and existing under the laws of address is 15533 S. CICERO AVENUE

OAK FOREST, IL 60452 FIFTY NINE THOUSAND & 00/100

THE STATE OF ILLINOIS

, and whose

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

Dollars (U.S. \$ 59,000.00 ).

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 DECEMBER 1, 2007. 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

TAX ID #: 28-09-403-082 VOLUME 25 COOK County, Illinois:  
THE SOUTH 75 FEET OF THE NORTH 375 FEET OF THE WEST 1/2 OF BLOCK 29 IN ARTHUR T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 9, THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 33/80 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 14933 LACLAIR AVE.,  
Illinois 60452

OAK FOREST

(Street, City),

(Zip Code)  
("Property Address");

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
-SR(IL) (4108) 7904185

VMP MORTGAGE FORMS • (312)203-8100 • (800)621-7201

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Amended 5/91

31 50  
700

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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 2, 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, except that the sums secured by this instrument of Payment, to any prepayment charge due under the Note; second, to amounts payable under paragraph 2; and 2 shall be applied: first, to any prepayment charge due under the Note; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2 shall apply to all taxes, assessments, charges, fines and impositions attributable to the Property, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to 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 the date due 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) conveys in good faith the lien by, or defers agains payment of the lien in, legal proceedings which in the Lender's opinion operate to prevent the conveyment of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender securing priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or make arrangements with the holder of the lien to satisfy the lien.

The Funds shall be held in an institution in whose deposits are insured by a Federal agency, instrumentality, or entity (including otherwise in escrow) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower to hold items and applying the Funds, usually satisfying the escrow account, or verifying the Escrow items, unless Lender pays a one-time charge for an independent real estate tax reporting service used by Borrower, Lender may require Borrower to pay a one-time charge for a real estate tax reporting service used by Lender. Lender shall on the Funds and applicable law permits Lender to make such a charge. The Escrow items, unless Lender pays a one-time charge for a real estate tax reporting service used by Lender, Lender may require Borrower to pay a one-time charge for a real estate tax reporting service used by Lender. However, Lender may require Borrower to pay a one-time charge for a real estate tax reporting service used by Lender. Lender may require Borrower to pay a one-time charge for a real estate tax reporting service used by Lender. Lender may require Borrower to pay a one-time charge for a real estate tax reporting service used by Lender.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due 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. Subsidiary shall 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 affect this Security instrument as a lien on the Property; (b) yearly escrow payments, if any; (c) yearly mortgage insurance premiums, if any; and (d) 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 "Fees or Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount without a lender for a federally related mortgage loan may require for Borrower's account under the terms of the Note, unless otherwise provided in the Note. Funds held by Lender may be used by Lender for any purpose.

TOGETHER WITH all the improvements now or hereafter granted in the property. All improvements and additons shall also be covered by this Security instrument, and fixtures now or hereafter a part of the property. All rights, claims and all academic, administrative, and non-academic uses and occupancy of the property by Borrower and Lender shall be covered as follows:

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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 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 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 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

2025 RELEASE UNDER E.O. 14176

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ANSWER (1L) (8100)

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions 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.

Instrument shall be deemed to have been given to Bonwonder or Leander when given as provided in this paragraph.

Rotinwater, II a reduced redoxes principle II, the reduction will be treated as a partial pre-assembly without the cleavage charge under the Note.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that it is the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) if such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower.

make any accommodations with regard to the terms of this Security Instrument or the Note without their Borrower's consent.

12. Successors and Assigees Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security instrument.

In practice: Any tolerance by lender in exercising any right or remedy shall not be a waiver of the exercise of any right or remedy.

11. Borrower Not Released; Right to Remedy Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest from the obligations of this Security Instrument.

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

If the Property is abandoned by its Society Insured or if not the sums are then due; sums secured by this Security Instrument in whatever of the sums are then due.

In the event of a total taking of this 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 this 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 in trust 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: (a) the total amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following: (a) the total amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be applied to the sums secured by this Security Instrument in accordance with the same terms as the original note.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with the taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [Candidate].

9. Inspection. Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall give

payments may no longer be required, if the option of Leander, it will become available coverage (in the amount and for the period that Leander (referred to as insurance coverage) provided by an insurer approved by Leander under a plan becomes available and is obtained. Borrower shall pay the premiums required to maintain coverage in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Leander or applicable law.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may 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 rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, 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 the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

## NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice (and) further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 3014 9/90

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MICHIGAN AVENUE, SUITE 300  
CHICAGO, IL 60601  
RECORD AND RETURN TO: Page 6 of 6  
JURINER & PARTNER

This instrument was prepared by  
Natalie Purtilo, State of Illinois  
My Commission # 7/23/94  
Natalie Purtilo, Notary Public  
LORI SPAYTH  
OFFICIAL SEAL  
Given under my hand and executed this day of NOVEMBER 1992  
Signed and delivered the said instrument, appeared before me this day in person, and acknowledged that  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
personally known to me to be the same person(s) whose name(s)  
GREGORY PAUL SWIDERGAL AND CONNIE LYNN SWIDERGAL, HIS WIFE

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS, COOK County ss:  
-Borrower  
(Seal) (Seal)

CONNIE LYNN SWIDERGAL  
-Borrower  
(Seal) (Seal)

GREGORY PAUL SWIDERGAL  
-Borrower  
(Seal) (Seal)

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

- [Check applicable box(es)]  
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 in this Security Instrument as if the rider(s) were a part of this Security Instrument  
the covenants and agreements in this Security Instrument as if each such rider shall be incorporated into and shall amend and supplement  
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
this Security Instrument as if the rider(s) were a part of this Security Instrument.
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Graduate Paymen Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Graduated Payment Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Biweekly Payment Rider
  - Graduated Payment Rider
  - Planned Unit Development Rider
  - Adjustable Rate Rider
  - V.A. Rider
  - Balloon Rider
  - Large Improvement Rider
  - Second Home Rider
  - Other(s) [Specify]

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