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COOK COUNTY, ILLINOIS
RECORDED IN COOK RECORD

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Loan # 002074710-1

(Space Above This Line For Recording Date)

31-

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 17, 1992. The mortgagor is EDWARD W. DEVINE AND ELAINE M. DEVINE, HIS WIFE ("Borrower"). This Security Instrument is given to A.J. SMITH FEDERAL SAVINGS BANK which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 14757 South Cicero Avenue, Midlothian, Illinois 60445 ("Lender"). Borrower owes Lender the principal sum of FIFTY THOUSAND FIVE HUNDRED AND No/100 Dollars (U.S. \$ 50,500.00). 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, 2022 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:

PARCEL 1: Parcel 161 in Crystal Tree, being a subdivision of part of the Knut 1/2 of Section 8, Township 36 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded September 23, 1987 as Document #7520779 and filed as LR3653642 in Cook County, Illinois.

PARCEL 2: Private roadway easement appurtenant to and for the benefit of Parcel 1 over Lots 215 and 218, for ingress and egress, as set forth in the Declaration recorded March 24, 1988 as Document 88121062 and re-recorded April 28, 1988 as Document 88178671, as amended and created by the deed dated January 4, 1989 and recorded February 21, 1989 as Document 89076502.

P.I.N.#: 27-08-204-016 V 146

which has the address of 14559 Morningside Road ,
(Street) Orland Park ,
Illinois 60462 ("Property Address");
(Zip Code) (City)

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

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

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

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

Product 44713

Form 3014 840 (page 1 of 6 pages)

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Form 804 Note (page 2 of 6 pages)

5. If hazard or Property Insurance loss by fire, hazards included within the term "extended coverage" and any other hazards, the Proprietary insured agrees to provide ample insurance now existing or hereafter created on Lender's option, subject coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and the Proprietary insured agrees to pay all costs of the action set forth above within 10 days of the giving of notice.

4. Borrower shall promptly pay all charges and expenses incurred by the lessee Security instrument, Lender may give Borrower a notice indemnifying the lessee to this Security instrument. If Lender determines that any part of the Property is subject to a lien which creates the enforcement of the lien, or (c) recovers from the holder of the lien an aggregate liability to Lender under the lease by, or demands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to right the lessee in writing to the payment of the obligation secured by the lessee in a manner acceptable to Lender, (d) conveys in good

agreements in writing to the payment of the obligation secured by the lessee in a manner acceptable to Lender.

Borrower shall promptly discharge any lien which has priority in law among the lessee Security instrument unless Borrower: (a) under the paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender a copy of evidence including a time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of summons to be paid at the expense of the manor provided in paragraph 2, or if not paid in due season, Borrower shall pay them to the lessee which may attain priority over this Security instrument, and leasehold payments, if any, Borrower

4. Charges: Lessor, Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the paragraph 2; third, to interest due; fourth, to principal due; and last, to any taxes, interest, second, to amounts payable under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note, prior to the collection

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under secured by this Security instrument.

or value of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the amount any funds held by Lender, if, under paragraph 2, Lender shall secure or sell the Property, Lender, prior to the collection upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower

no more than twelve months, at Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to make up the deficiency in any time is not sufficient to pay the fees where due, Lender may so notify Borrower in writing, and, in such case for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender at

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

in full. The funds held by Lender each debt to the funds was made, the funds are pledged as additional security for all sums secured by this Security

given to Borrower, without charge, and subsequently of the funds, showing credits to the funds and the purpose of the funds, Borrows shall on the funds, Borrows sets a lesser amount, if so, Lender shall be paid on the funds, Lender shall make or applicable law requires, unless Lender shall not be required to pay Borrower any interest or carrying

sum reported as charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate account, or verify filing this. Borrower Lender may not charge funds, unless a applicable law provides otherwise, unless a applicable law pay the escrow funds, Lender may not charge funds, unless a applicable law paying the escrow

paying the escrow funds, Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the funds to including Lender, Lender is such an institution whose deposits are insured by a federal agency, insurance, or entity

The funds shall be held in an institution whose deposits are insured by a federal agency, insurance, or entity measurable features of expenditures of future Escrow items or otherwise in accordance with applicable law.

amount not to exceed the lesser amount, Lender may estimate the amount of funds due on the basis of current and another law that applies to the funds set a lesser amount, if so, Lender may, at any time, collect and hold funds in an

Funds Settlement Procedure Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless a amount a Lender for a federally related mortgage loan may acquire for Borrower's escrow account under the federal Real

items are called "Escrow Items", Lender may, at any time, collect and hold funds in an amount not to exceed the maximum to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These

to hold insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; (d) yearly leasehold payment premiums, if any; (e) yearly hazard or property insurance premiums; (f) yearly

(a) yearly taxes and assessments which may accrue over this Security instrument as a lien on the Property; (b) yearly leasehold payment premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly

2. Funds for Taxes and Insurance. Subiect 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:

1. Payment of Prepaid and Interests; Prepayments 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,

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

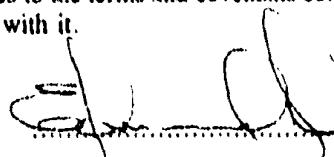
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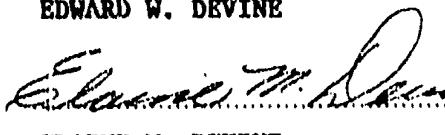
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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement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

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

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

Witnesses:


EDWARD W. DEVINE.....(Seal)
—Borrower


ELAINE M. DEVINE.....(Seal)
—Borrower

(Space Below This Line For Acknowledgment)

MAIL TO:

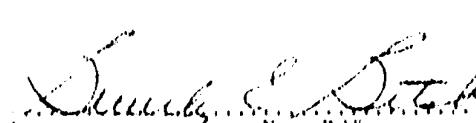
A. J. SMITH F.S.B.
14757 S. CICERO AVE.
MIDLOTHIAN, IL. 60445

STATE OF Illinois, }
COUNTY OF Cook } SS:
.....

I,.... The Undersigned....., a Notary Public in and for said county and state, do hereby certify that
EDWARD W. DEVINE AND ELAINE M. DEVINE, HIS WIFE, personally appeared
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing
instrument, have executed same, and acknowledged said instrument to be..... **their**..... free and voluntary act
(his, her, their)
and deed and that..... **they**..... executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this..... 12..... day of..... Nov....., 1992.

My Commission Expires:


Dorothy S. Staley, (SEAL)
Notary Public

This instrument was prepared by.....

44771

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16. Borrower's Copy. Borrower shall be given one copy of this 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 it is exchanged) in Borrower is sold or transferred and Borrower is not a natural

15. Governing Law; Severability. This Security Instrumentation shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrumentation or clause of this Note is held to be contrary to applicable law, such provision shall not affect other provisions of this Security Instrumentation or the Note which can be given effect without the contravening provision. To this end the provisions of this Security Instrumentation and the Note can be given effect without the contravening provision.

by my authority in my first class and unless supplied elsewhere raw currencies are of unusual interest. The notice shall be directed to the Proprietary Address or any other address Borrower designates by notice to Lender. Any notice given by first class mail to Lender, addressed to Lender's address herein or 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 at Lender where given is provided

13. **Lessor's Charges.** If the lessee secures or retains the security instrument subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan charges will exceed or to be called in connection with the loan exceed the permitted limits, then: (a) any 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 the borrower which exceeded permitted limits will be refunded to the borrower. Under my knowledge to make this refund by reducing the principal or interest under the Note or by making a direct payment to Borrower. I will refund redemptions principal, the redemption will be treated as a partial prepayment without any prepayment charge under the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-signers and agreeements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 11, Borrower's co-signers and agreeements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable under the terms of this Security Instrument, notwithstanding the death or incapacity of any co-signer.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the main debt payable unless referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Release, Forbearance By Lender Not A Waiver. Extension of the time for payment of amortization of debt instrument granted by Lender to any successor in interest of Borrower shall not operate to release the sureties, except by this debt instrument granted by Lender to any successor in interest of Borrower shall not operate to release the sureties, except by this debt instrument granted by Lender to any successor in interest of Borrower or Borrower's successors in interest.

12. Borrower Not Release, Forbearance By Lender Not A Waiver. Extension of the time for payment of amortization of debt instrument granted by Lender to any successor in interest of Borrower or Borrower's successors in interest.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument which or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the 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 immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless (c) the security instrument of the Property is secured by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, the amounts of 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 immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless (c) the security instrument of the Property is secured by this Security Instrument before the taking, unless (d) after notice to Borrower within 30 days after the date the condement offer is given, Lender is unable to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

9. Inspections. Lender or its agents may make reasonable inspections upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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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 shall 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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