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ILLINOIS
STATE OF

CHICAGO
COUNTY

1992 NOV 30 PM 10:40

92910609

Box 15

[Space Above This Line For Recording Data]

1000 N. KELLOGG AVENUE

MORTGAGE

BOX 404

33-

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 30, 1992, by RICHARD F. DEEZ, AND, JANET M. DEEZ, THE MORTGAGOR IS

("Borrower"). This Security Instrument is given to 500 NORTH FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

which is organized and existing under the laws of United States of America, and whose address is 500 NORTH FEDERAL STREET, CHICAGO IL 60629

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

FIVE HUNDRED THIRTEEN THOUSAND AND NO/100

Dollars (U.S. \$ 513,000.00).

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, 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:

REFER TO ADDENDUM A ATTACHED HERETO AND MADE PART HEREOF

P.L.N. # 13-94-307-04
5359 S. KOMENSKY
which has the address of
Illinois 60637
(Zip Code)

CHICAGO (Street, City)

("Property Address")

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-6R(IL)-91ver

VMP MORTGAGE FORMS (312) 293-8100 (800) 521-7291

Page 3 of 6

Form 3014 9/90
Amended 5/91

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Form 3014 9/90

HOME TOWN, ILLINOIS #9456 ATTN: BONNIE HOFMAN

This instrument was prepared by AGILE SOFTWORLD SYSTEMS AND LOAN ASSOCIATION
SOFTWORLD FINANCIAL SERVICES AND HIGHWAY

MY COMMISSION EXPIRES 4/13/96
NOTARY PUBLIC STATE OF ILLINOIS
NANCY A. SONSEWICZ

OF JOLIET UNDER MY SEAL AND OFFICIAL SEAL, THIS

30th day of November 1995

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s)

that
STATE OF ILLINOIS, The Under-Signed,
, a Notary Public in and for said county and state do hereby certify
County of Cook
EDGARDO LOPEZ, AND, JANET M. LOPEZ
(Signature)
Borrower
XXXXXX
(Seal)

XXXXXX
Borrower
XXXXXX
(Seal)

XXXXXX
Borrower
XXXXXX
(Seal)

XXXXXX
Borrower
XXXXXX
(Seal)

in my ride(s) executed by Borrower and recorded with it.
By SIGNING BELOW, Borrower accepts the terms and covenants contained in this Security Instrument and
Witnesses:

24. Riders to the 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 ride(s) were a part of this Security Instrument.
- (Check applicable boxes)
- Adjustable Rate Rider V.A. Rider
 Biweekly Payment Rider Ballloon Rider
 Condominium Rider Second Home Rider
 Family Rider Other(s) [Specify]
 Fixed Term Development Rider Rate Improvement Rider
 John Doe
- 52910609

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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 hen 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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4. (Chargers; Liens; Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to this Security instrument, and leaseshold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if it does not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender notices of amounts so to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

third, to increase due fourth, to principal due, and last, to any late charges due under the Note.

Application of payments. Please applicable law provides otherwise, all payments received by us under under paragraphs

(upon payment in full of all sums secured by this Security Instrument, Funds shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property; 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.

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.

Escrow items, Lender may not charge BO/Borrower for holding and applying the Funds, annually and/or during the escrow account, or verifying the Escrow Items, unless Lender has a Borrower interest in 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 to Lender, unless Lender has a Borrower interest in the Funds and applicable law permits Lender to make such a charge. If Lender may not charge BO/Borrower for holding and applying the Funds, annually and/or during the escrow account, or verifying the Escrow Items, unless Lender has a Borrower interest in the Funds and applicable law permits Lender to make such a charge, Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentalities, or entity including Funder, if Funder is such an institution or in any Federal Home Loan Bank. Lender shall apply the funds to pay the escrow fees in accordance with applicable law.

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 lesachold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagor insurance premiums. These items are called "Taxes". 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 under the Federal Real Estate Settlement Procedures Act of 1974 as amended (the "RESPA"), unless another law applies to the Funds. A lesser amount than the sum of Funds due on the basis of current data and reasonable estimates of future losses is recoverable under law in any case, at any time, except to the extent that such amounts do not exceed the lesser amount set under this Section.

1. Examination of *transferee* and *interesse* prepayment and late charges due the *principale* of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

EXIGE FORM GOVERNANTS. Betterower and Leander governants and agreee as follows:

THIS SECRETITY INSTRUMENT combines uniform government events for national use and non-uniform conventions with limited securities by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER'S CO-CONTRACTOR'S LIABILITY Section 2 of the estate notes, to the extent it may apply, will defend and indemnify the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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 immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. An balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 payment referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender 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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 the interest or other loan charges collected or to be collected 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated 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 or Lender when given as provided in this paragraph.

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 or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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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

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 of or reorganization), then Lender may do and proceed to do all things in the Property as Lender deems necessary to make repairs. Although Lender may take action under this paragraph fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph include paying any sums secured by a lien which has priority over this Security Instrument, repairing in part, paying reasonable attorney's fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph include paying any sums secured by a lien which has priority over this Security Instrument, repairing in part, paying reasonable attorney's fees and expenses on the Property to make repairs.

6. Occupancy, Preservation, Assignment of the Property; Borrower's Loan Application; Lienholders.

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 brought to bar 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 provide a good faith determination, as provided in paragraph 18, by causing the action of proceeding to be dismissed within a reasonable time period or otherwise satisfy the action of proceeding to the satisfaction of Lender.

Property of otherwise materiality impair the lien created by this Security Instrument or Lender's security interest. Borrower may impound all funds received by this Lender from the Borrower in connection with the payment of taxes, insurance premiums, or other expenses of the property, 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 application, or violated any provision of this 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.

If less Leender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or shorten the maturity prior to the acquisition shall pass to Leender to the extent of the sums secured by this Security instrument damage to the Property prior to the acquisition shall pass to Leender to the extent of the sums secured by this Security instrument under paragraph 2 if the property is acquired by Leender. Borrower's right to any insurance policies and proceeds resulting from loss or damage to the property shall pass to Leender to the extent of the amounts of the payments. If

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 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. The 30-day period will begin when the notice is given.

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 provide 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.

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, 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 written approval. The insurance carrier shall not be unreasonable within the limits 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.

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LEGAL DESCRIPTION

According to

THE SURVEY AND PLAT OF THE TOWN OF FRUITLAND HILL,
BEGUN AND RUN BY THE FEDERAL LAND SURVEYOR OF LOTS 2 AND 3, T4
S4, SECTION 36, NEBRASKA, BEGUN ON 38 NORTH, RANGE
6 EAST, IN THE STATE OF NEBRASKA, AND DIVIDED EXCEPT THAT PART OF THE
LAWNS, GROVES, ETC., WHICH ARE OWNED BY THE SURNAMES LISTED IN THE SAID
TOWN, AND OWNED BY THE SURNAMES LISTED IN THE FOLLOWING LOTS OF SAID
TOWN, TO THE EXCISE OF THE SURNAMES LISTED IN THE SURNAMES LISTED IN THE SAID

PLAT, AS FOLLOWS:

Lots 2 & 3 - 160 acres.

Lot 2 - 160 acres, being the land described in the survey of the town of Fruitland Hill, as follows:
Beginning at the corner of the 38th parallel and the 6th meridian, running due west
to the center of the 38th parallel, thence running due north to the center of the 38th
parallel, thence running due east to the center of the 6th meridian, thence running due
south to the point of beginning.

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Cook County Clerk's Office

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Property of Cook County Clerk's Office