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WESAV MONTEAGE CORPORATION
2211 YORK ROAD OAK BROOK, IL 60521

Ican #: 6492622 Process #:

I 121 175. 2431.25 Ph. 92932941

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

November 20 . 19 92 .

G. STEVEN GEIS, A BACHELOR The mortgager is

("Borrower").

WESAV MORTGAGE CORPORATION This Security Instrument is given to

whose address is

9060 FAST VIA LINA STREET, SCOTTSDALE, AZ 85258-5146

("Lender").

Borrower owes Lender the principal dead of

Three Hundred Thirty Thousand and No/100

330,000.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This S curity Instrument secures to Lender: (a) the repayment of the debt evidenced by December 1, 2022 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 ? 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 bereby mortgage, grant and convey to Londor the following described property located in

> 92900011 THE SOUTH 10 FEET OF LOT SEVENTY-IND (72) AND ALL OF LOT SEVENTY-THREE (73) IN THE SUBDIVISION OF LOT THREE (3) AND THE NORTH PART OF LOT TWO (2), IN BLOCK NINE (9), IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST HALF (1/2) OF THE SYLVEAST CHARTER (1/4) OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, JAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1873, AS DOCUMENT NUMBER 101256, IN BOOK 4 OF PLATS, PAGE 72.

PERMANENT INDEX NUMBER: 14-32-402-024

1988 6125 12/16/97 14 02 09 * 기기 기기 구경건 수 4 1 ६ वत्तुत्ति क CERTIFY TO COMPUR

which has the address of

1945 NORTH SEMINARY AVENUE

Illinois

60614

('Property Address');

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 seised of the estate hereby conveyed and has the right to 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.

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Property of Cook County Clerk's Office

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UNIFORM COVENANT derivation of Lorder the partition of the Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the dest evidence of by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable low or to a written waiver by Londer, Borrower shall pay to Londer on the day monthly payments are due under the Note until the Note is paid in full, a sum ("Lundy") for. (a) warly taxes and assessments which may attain priority over this Security Instrume of as a lien on the Property, (b) yearly leavehold payments or ground rents on the Property, it any; (c) yearly hazard of property insurance premiums; (d) yearly lood insurance premiums any; (e) yearly mortgage insurance premiums, it any; and (T) any sums payable by Borrower to Leisder, in accordance with the principal may, at any time, collect and hold I ands in an amount not to exceed the maximum amount a lender for a federally related mortgage from time to time, 12 U.S.C. Stall er say. ("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 Excrowletions or otherwise in accordance with applicable law. Items or otherwise in accordance with applicable law

may estimate the amount of runds due on the basis of current data and reasonable estimates of expenditures of future Exeron 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 Lederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Tunds, 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 born, 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 charges an annual accounting of the Funds showing credits and debits to the Funds. I lender shall give to Borrower, without charges made. The Funds held of Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower shall pay to Lender the arrount necessary to make up the deficiency. Borrower in writing, and, in such case Borrower shall pay to I ender the arrount necessary to make up the deficiency. Borrower is hall make up the deficiency in no more than twelve monthly payments, at lender shall acquire or sell the Property, Lender, prior to the acquisition or safe of the Property, shall apply any Funds Sid by Lender at the time of acquisition or safe as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Criefs applicable law provides otherwise, all payments received by Lender narg

Lipsen control in full Statistics, carried by this Security Instrument, Lender shall promptly refund to Borrower any Furch held by Lender. If funder principles and prompts are prompts as funds bild by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument. Prompts, the property shall prompts are prompts and a sum of the prompts and the prompts are prompts and a sum of the prompts and a sum o

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 laptes 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 equival to mortgage insurance premium being paid by florrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in heu of mortgage insurance. Loss reserve payments may no longer the 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.

16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any shall be paid to Lender.

B. Condemnation of its prior to an inspection systelvine reasonable cause for the imageness.

18. Condemnation or other taking of any part of the Property, or for conceyance in lieu of condemnation, are hereby assigned and condemnation or other taking of any part of the Property, or for conceyance in lieu of condemnation, are hereby assigned and shall be paid to Lander.

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 in mineral contents of the property in the central taking and the property in the central taking and the property in the property in the central taking. Any balance shall be radiced by the anomal of the proceeds multiplied by the following traction; (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, divided by (b) the fair market value of the Property immediately before the taking, and 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, is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured mineral fair the property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Burrower fairs to respond to Lender within 30 days after date the roberty of the sums secured by this Security Instrument of the Lender to Borrower the taking to respect to the property or to the sums secured by this Security britanic or not thin due.

Unless Lende year of Borrower schemes agree or withing, any application of proceeds to principal shall not extend or posture to a condition of the sums secur

16. Borrower's Copy. Borrower shall be given one conformed copy of the blote 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 Forrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment is full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibled by federal law as of the date of this Security Instrument.

Instrument. However this option shall not be exercised by Lender if exercise is prohibe, 2 by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The retice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower caust very all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Under 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 for right to have enforcement of this Security Instrument descontinued at any time prior to the earlier of: (a) 5 days (or such other perior) 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 entorcing this Security Instrument. Those conditions are that Borrower: (a) pays Londer all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) earls 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 sams secured by this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this Security Instrument are the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this Security Instrument are 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 allecting 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, clam, 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. paragraph 1 19. Sal

necessary remedial activitis 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 perroleum 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 UNRORM COVE 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 lantument, 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 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.

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)]. XX 1-4 Family Rider Condominium Rider Adjustable Rate Rider Biweekly Payment Rider Graduated Payment Rider Planned Unit Development Rider Rate Improvement Rider Balloon Riter Second Home Rider 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 for ower and recorded with it. Witnesses: G. STEVEN CETS Social Security Number: 354-44-8520 (Scal) Social Security Number: (Scal) Social Security Number: Social Security Number: 92952941 COOK DU Page County ss State of Illinois, The foregoing instrument was acknowledged before me this 20th G. STEVEN GEIS, a bachelor

Witness my hand and official scal.

į.

FORFICIAL SEAL John J. McCann Hotary Public State of Illinois My Commission Expares 4/15/04

John G. J

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Property of Coot County Clert's Office

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. 19 52 THIS 1-4 FAMILY RIDER is made this. 20th day of November and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the Security Instrument") of the same date given by the undersigned (the 'florrower') to secure Borrower's Note to

WESAV MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1945 NORTH SEMINARY AVENUE, CHICAGO, IL 60614 (Property Address)

1.4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and

Lender further covenant and agree as follows:

A. Additional Property Subject to the Security Instrument. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatspever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling inc attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1.4 Family Rider and the Security Instrument as the "Property."

B. Use of Property; Cr. aplance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances,

regulations and requirements of any governmental body applicable to the Property.

C. Subordinate Liens. Excert is permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. Reut Loss Insurance. Burrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant in

E. 'Borrower's Right to Reinstate' Deleted, Deiform Covenant 18 is deleted.

F. Borrower's Occupancy. Unless Londer and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Ciwenant 6 shall remain in effect.

G. Assignment of Leases. Upon Lender's request, Fo rower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Leaver's sole discretion. As used in this paragraph G, the word "lease"

shall mean 'sublease' if the Security Instrument is on a lease hold.

H. Assignment of Rents: Appointment of Receiver; Lender in Possession. Borrower absolutely and unconditionally assigns and transfers to Lender all the tents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect for Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an

assignment for additional security only.

If Leuder gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrumers; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property, (iii) Borrower agrees that each tenant of the Property shall pay all Rente due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unics applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, rule then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the in dequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured

by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not

perform any act that would prevent Lender from exercising its rights under this paragraph.

Londor, or Londor's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach upon the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

| (Sca | G. STEVEN GEIS G. STEVEN GEIS Borrower |
|------|--|
| (Sca | (Scal) -Borrower |

Term 3179 9/39