

PREPARED BY:
RAY CHENG
CHICAGO, IL 60608

UNOFFICIAL COPY

RECORD AND RETURN TO:

RICHLAND MORTGAGE COMPANY
3016 SOUTH HALSTED
CHICAGO, ILLINOIS 60608

92965088

[Space Above This Line For Recording Data]

MORTGAGE

003760031

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 9, 1992
THOMAS M. CASA
AND CAREN J. CASA, HUSBAND AND WIFE

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

REC'D-61 REC'D-61 REC'D-61
THURS. DEC. 10, 1992 12:00 PM 12:00 PM 12:00 PM
WILLIAM J. MCNAUL, CLERK OF COOK COUNTY REC'D-61
COOK COUNTY REC'D-61

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 3016 SOUTH HALSTED
CHICAGO, ILLINOIS 60608 ("Lender"). Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 55,000.00).

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 JANUARY 1, 2023. 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

LOT 10 IN DANIEL GANO AND OTHERS SUBDIVISION OF 275 FEET SOUTH OF AND ADJOINING THE NORTH 517 FEET OF BLOCK 10 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index NO. 17-33-121-021
which has the address of 3353 SOUTH LOWE, CHICAGO
Illinois 60616
Zip Code

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3914 9/80
VMP MORTGAGE FORMS - 1100294-6100 - 00001621-7201

Page 1 of 6

DPB 1088
Form 3914 9/80
VMP MORTGAGE FORMS - 1100294-6100 - 00001621-7201

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Form 301A 9/90
DPS 1000

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LAMP-GRILL (9:04)

Borrower shall promptly disgorge 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) consents in good faith the lien may, at Lender's option, enforceable out of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender over this Security Instrument. It Lender delivers documents that any party identifying the lien, Borrower shall satisfy the lien or more of the indebtedness set forth above within 10 days of the giving of notice.

4. (Chargers; Liens). Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may attach priority over this Security Instrument, and leasehold payments of 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 direct pay to the person owed payment. Borrower shall promptly furnish to Lender all notices of nonpayment to be paid under this paragraph.

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

Fees payable in full or in sums递延 by the security instrument, lessor shall promptly refund to mortgagor any funds held by lessor, [] under paragraph 21, lessor shall receive or sell the property, lessor, prior to the acquisition of sale of the property, shall apply any funds held by lessor at the time of acquisition of sale as a credit against the sums secured by

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lenders shall imply the Funds to pay the Escrow items, Lender may not charge Escrow fees or charges for holding and applying the Funds, annually and paying the escrow item, or verify the Escrow items, unless Lender pays Borrower interest on the Funds and applies the escrow items Lender to make such a charge; however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or stipulates how reserves interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds borrowed and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each is applied.

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 then property over this Security Instrument as a lien on the Property; (b) yearly insurance premiums of premium rates on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes and Insurance premiums". The term "Property" means all real property owned by Borrower, including, but not limited to, the residence of Lender, his or her place of business, office and home, and all other property owned by Lender.

1. Payment of Premium and Interest; Premium 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 COVENANTS. Borrower and Lender covenant and agree as follows:

and will defend, indemnify the Insured against all claims and demands, subject to any encumbrances or record.

fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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5. Hazard or Property Insurance. Borrower shall keep the improvements new or being 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 requires 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 enforcement 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
DPS 1081

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Form 3014 9/90
OPS 1002

Digitized by srujanika@gmail.com

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

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the instrument was created or where it is to be used.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing and by first class mail unless otherwise specified in writing. The notice shall be directed to the property address or to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address listed herein or to any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Loan Charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally implemented 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 limits; then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (c) any sum already collected from Borrower which exceeded permitted limits will be repaid in a single payment to Borrower. Under any charge to make this refund by reducing the principal owed under the note or by making a prepayment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any premium or fee.

11. Borrower Not Releasable; Borrower Not a Writer. Extension of the time for payment of nondelinquent amounts secured by this Security Instrument granted by Lender to my 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 release the sums secured by this Security Instrument granted by Lender to my successor in interest of Borrower or Borrower Not Releasable; Borrower Not a Writer. Any other notice by Lender in exercising my right of remedy shall not be a waiver of or preclude the successions in interest. Any other notice by Lender in exercising my right of remedy shall not be a waiver of or preclude the successions in interest.

Under Lamont and Borrows' otherwise agree in writing, any application of proceeds to principal shall not exceed for 2

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make available to the sureties selected by this instrument money in an amount at least equal to the sum due, or if the sureties selected by this instrument fail to pay the amount due, whether or not then due, Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the sum so received by Lender.

10. [Underdramatization]. The proceeds of any award of claim for damages, direct or consequential, in connection with any condamnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. 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.

payments may no longer be required, in the option of Lender, if mortgages, insurance coverage (in the amount and for the period

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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 (e.g. 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 insure 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.

DPS 1083
Form 3014 9/90

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DPS 1094

NOTARY PUBLIC	MY COMMISSION EXPIRES APR 12 1995
LYNN M DONOFRIO	Page 3 of 8
NOTARY PUBLIC STATE OF ILLINOIS	

My Commission Expires:
04/12/95

GIVEN under my hand and official seal, this 9th day of December, 1994, from and voluntary act, for the uses and purposes thereto set forth.

ma this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR Personalty known to me to be the same person(s) whose name(s) appears above, appered before

THOMAS M. CASA AND CARIN J. CASA, HUSBAND AND WIFE

county and state do hereby certify that a Notary public is and for said

STATE OF ILLINOIS, COOK

County of

Borrower

(Seal)

003760031

92596369

Witness

Witness

Witness

Witness

Instrument

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.

- | | | | | | | |
|--|--|--|---|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Grandfathered Payment Rider | <input type="checkbox"/> Planified Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) (Specify) |
| <i>Thomas M. Casa</i> | <i>Carin J. Casa</i> | <i>12/14/94</i> | <i>12/14/94</i> | <i>12/14/94</i> | <i>12/14/94</i> | <i>12/14/94</i> |

(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 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.