

# UNOFFICIAL COPY

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Return Recorded Doc To:  
Bank One Mortgage Corporation  
9399 W. Higgins Road, 4th Floor  
Reserve, IL 60018-4940  
Attn: Post Closing Department

DEPT-01 RECORDING \$31.00  
1-33333 TRAN 5580 12/23/92 11:28:00  
\$8695 \*-92-967284  
COOK COUNTY RECORDER

BOX 260

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **December 7, 1992**. The mortgagor is

**PAUL RYAN & NICHELLE J. DENBOER, KNOWN AS HUSBAND AND WIFE.**

("Borrower"). This Security Instrument is given to **BANK ONE MORTGAGE CORPORATION**

which is organized and existing under the laws of **THE STATE OF DELAWARE**, and whose address is **BANK ONE CENTER/TOWER, 111 Monument Circle INDIANAPOLIS, INDIANA 46277-0010** ("Lender"). Borrower owes Lender the principal sum of **One Hundred Thirty-Five Thousand and No/100 Dollars (U.S. \$ 135,000.00)**.

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 County, Illinois:**

**THE SOUTH 1/2 OF LOT 5 AND LOT 6 (EXCEPT SOUTH 7.5 FEET THEREOF) IN BLOCK 75 IN THE NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE WEST 1/2 OF BLOCKS 22 AND 27 AND ALL OF BLOCK 23, 24, AND 26 IN JACKSONS SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WITH BLOCKS 1 AND 8 AND BLOCK 2 EXCEPT THE EAST 1 ACRE THEREOF IN CLARKS SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I. # 13-11-418-027.**

31.00

which has the address of **4926 BERNARD CHICAGO**, [Street, City],  
Illinois **50625** ("Property Address");

(Zip Code)

**ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291**

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Amended 5/91

Initials: **PR**

**AM**

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**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.

**UNIFORM COVENANTS**, Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Preparation 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.
- 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 attach over this Security Instrument as a lien on the Property; (b) yearly leasehold payments of principal and interest of montagage insurance premiums; (c) yearly 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 terms of paragraph 8, in lieu of the payment of montagage premiums. These items are called "Escrow Items."
- 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 amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to payment over this Security Instrument or ground rents, if any. Borrower shall pay these charges to the government of the town, or (c) recovers from the holder of the lien an amount acceptable to Lender's option to prevent the enforcement of the lien, or (d) delivers affidavit proceedings which in the lien in a manner acceptable to Lender; (b) conveys to Lender his rights to the property of the government which he has priority over this Security Instrument unless Borrower: (a) agrees in writing to the actions set forth above within 10 days of the giving of notice.

**Borrower makes these payments directly.** Borrower shall promptly furnish to Lender receipts evidencing the payments.

**Person owed payment.** Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly, to the person owed payment.

**Security Instrument.** Lender may file any notice to prove the title to the property in his name, or take one or more Security Instruments. Lender may file Borrower's notice identifying the lien. Borrower shall satisfy the lien or take this action to prevent the enforcement of the lien.

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender requires 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

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be severable.

15. Governing Law; Severability. This Security Instrument 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 Instrument and the Note are declared to be contrary to the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be cured.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to Borrower's address stated herein or any other address designated by notice to Lender. Any notice shall be given by first class mail to Lender's address stated herein or any other address by notice to Borrower. Any notice provided for in this Security

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

under the Note.

13. Loan Charges. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. Borrower may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender. Lender may collect from Borrower which exceeded permitted limits will be refunded to Borrower, permitted the permitted limit and (b) any sums already charged by the amount necessary to reduce the charge to the exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to collect in connection with the loan and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan and that law is finally interpreted so that the interest or other loan charges collected to a law which sets maximum loan charges,

make any accommodation with regard to the terms of this Security Instrument or the Note if out that Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument (c) is not personally obligated to pay the sums Borrower's interest in the Property under the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that instrument but does not execute the Note; (b) is co-signing this Security Instrument only to mortgage, grant and convey that instrument but does not execute the Note; (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or amend the Note to accommodate the Note if out that Borrower's consent.

paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower, subject to the provisions of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Note of

Security Instrument shall be liable for the liability of Lender and Borrower, subject to the Note of

right or remedy.

11. Borrower Note Released; Forgiveness By Lender Not a Waiver. Extension of the time for payment shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall in interest. Any forbearance by Lender in exercising any right it needs shall not be a waiver of or preclude the exercise of any

the due date of the monthly payments referred to in paragraphs 1 and 2 or the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, unless Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply his proceeds, at its option, either to restoration of repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

award or settle a claim for damages, Borrower shall be liable to Lender for the amount of the judgment offered to make an

sums secured by this Security Instrument whether or not the sums are then due.

Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless the sums secured immediately before the taking, divided by (b) the fair market value before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the sums secured immediately before the taking, unless Borrower and Lender otherwise settle the following: (a) the total amount of Security Instrument shall be reduced by the proceeds multiplied by the following, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise settle the following, the sums secured by this

value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security 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 event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

shall be paid to Lender.

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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

permittions required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage premium fees in accordance with any written agreement between Borrower and Lender or applicable law.

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without Lender's prior written consent, Lender may give notice of acceleration. The note shall provide a period of not less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument.
18. Borrower's Right to Remedy. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security Instrument without further notice or demand on Borrower.
19. Sale of Note. In case of a judgment entitling this Security Instrument to any power of sale contained in this Security Instrument or (b) entry of a judgment entitling this Security Instrument to any power of sale contained in this Security Instrument, or (c) entry of a judgment entitling this Security Instrument and the Note as it is no acceleration had occurred, Lender would be due under this Security Instrument and the Note as it is no acceleration had occurred, but Lender may be liable for damages resulting from the exercise of such powers. 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 that do not cause the Note to be governed 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 in violation of any Environmental Law, the proceeding 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 of which Borrower has actual knowledge. If Borrower is necessary, Borrower shall promptly take all removal or other remedial action of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
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) application of reasonable attorney 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 recording costs.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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COOK COUNTY CLERK'S OFFICE  
JULY 24 1992

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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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:

Paul D. Ryan (Seal)  
PAUL RYAN -Borrower

Michelle J. Densoen (Seal)  
MICHELLE J. DENSOEN -Borrower

(Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

STATE OF ILLINOIS, Cook County ss:

I, John C. Satter, a Notary Public in and for said county and state do hereby certify that  
Paul Ryan and Michelle J. Densoen, husband and wife, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7<sup>th</sup> day of Dec, 1992

My Commission Expires: 7/24/95

Notary Public

This Instrument was prepared by: **JONI PENVARI**  
**BANG ONE MORTGAGE CORPORATION**

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