

# UNOFFICIAL COPY

Prepared by 1st Security Federal Savings  
936 N. Western Avenue  
Chicago, IL 60622

4018-2

92978357

DEPT-01 RECORDING \$31.00  
T#2222 TRAN 3268 12/29/92 14115100  
\$891 + A \*-92-978357  
COOK COUNTY RECORDER

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 19  
1992. The mortgagor is BENJAMIN, D., LTM, AND, JUANITA, L., LTM, b/tw wife  
("Borrower"). This Security Instrument is given to 1st Security Federal Savings Bank, which is organized and existing  
under the laws of United States of America, and whose address is 936, N. Western Ave., Chicago, IL 60622. ("Lender").  
Borrower owes Lender the principal sum of Seventy-five thousand and .00/100 Dollars (U.S. \$ 75,000.00). 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, 2008. 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 prop-  
erty located in C.O.O.K. County, Illinois:

Lot 37 in Block 1 in Councillman's Subdivision at the South  
East 1/4 of the North East 1/4 of the South East 1/4 of Section  
1, Township 39 North, Range 13, East of the Third Principal  
Meridian, in Cook County, Illinois.

PIN # 16-01-411-031-0000

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which has the address of 2428 W. Cortez, Chicago,  
(Street) (City)  
Illinois 60622. ("Property Address");  
(Zip Code)

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

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

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

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

Product 44710

Form 3014 8/98 (page 1 of 6 pages)

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3. 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, 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 accordance with parraph 7.

Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) consents in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; or (c) conveys to Lender the lien by, or deems a conveyance of the lien in, legal proceedings which it is Lender's duty to commence or defend, or accepts a conveyance of the lien by Lender.

**4. Charges:** Lienas, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue over this Security instrument, and to whomsoever they may fall due, and to the expenses of collection, including attorney's fees, if any, Borrower shall pay all costs of suit, arbitration or otherwise, and all other expenses of law, including attorney's fees, incurred by Lender in the enforcement of any right or remedy under this paragraph, if Borrower makes default partially or completely.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this instrument are due and payable in full at the time of payment.

If the Funds held by Lender exceed the amount so permitted to be held by applicable law, Lender shall be deemed to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the principal items when due, Lender may so notify Borrower in writing. And, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months thereafter, in Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a Federal Agency, naturally, or entirely includings Landers, if Landers is such an institution) or in any Federal Home Loan Bank. Landers shall apply to the Funds to pay the Escrow fees. Landers may not charge Borrower for holding and applying the Funds, annually analyzed; the Escrow will account, or verifying and Escrow fees, unless Landers plays Borrower interests on the Funds and applicable law permits Landers to make such a charge. However, Landers may require Borrower to pay a one-time charge for an independent real estate appraiser used by Landers in connection with the loan, unless applicable law prohibits Landers from charging Borrower for services which do not result in a charge to the Funds.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

1. Payment of Principal and Interest; Prepayment 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 immediately preceding the Note, until the Note is paid in full, a sum ("Funds") for taxes for taxes and insurance. Funds shall be used to pay taxes and insurance on the property described in the Note and any other property which may actually accrue during the term of the Note.
- (a) Yearly taxes and assessments which may actually accrue during the term of the Note shall be paid in full, a sum ("Funds") for taxes and assessments which may actually accrue during the term of the Note.
- (b) Yearly leasehold payments of property which may actually accrue during the term of the Note shall be paid in full, a sum ("Funds") for property which may actually accrue during the term of the Note.
- (c) Yearly hazard rent on the property which may actually accrue during the term of the Note shall be paid in full, a sum ("Funds") for property which may actually accrue during the term of the Note.
- (d) Yearly mortgage premium, if any, on the property which may actually accrue during the term of the Note shall be paid in full, a sum ("Funds") for property which may actually accrue during the term of the Note.
- (e) Yearly maintenance premiums, if any, on the property which may actually accrue during the term of the Note shall be paid in full, a sum ("Funds") for property which may actually accrue during the term of the Note.
- to Lender, in accordance with the priorities set forth above, in lieu of the payment of mortgagelike premiums. These items will be called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth in the Note for a federally related mortgage loan may require for Borrower's account under the Federal Home Loan Bank Board Regulation X, as amended, for a period of one year, or for such longer period as Lender may determine, to pay any amounts due under the Note.
- Escrow Items. Escrow Items of paragraph 8, in lieu of the payment of mortgagelike premiums. These items will be called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth in the Note for a period of one year, or for such longer period as Lender may determine, to pay any amounts due under the Note.

Each party shall bear its own attorney's fees and costs in connection with the preparation and execution of this Agreement, and each party shall bear its own expenses in connection with the enforcement of this Agreement, including reasonable attorney's fees and costs.

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement may be modified only by a written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

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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 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 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 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.

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Form 3014 Q46 (page 6 of 6 pages)

This instrument was prepared by, J. E. C. Security, Inc., Federal Savings, Park

Notary Public, Notary Public  
NOTARY PUBLIC STATE OF ILLINOIS  
MARY H KORB  
OFFICIAL SEAL  
MY COMMISSION EXPIRES JULY 18, 1996  
(SEAL)

My Commission Expires:  
July 18, 1996

Witness my hand and official seal this December 1992 day of.

and deed and that they, executed said instrument for the purposes and uses herein set forth,  
have executed same, and acknowledged said instrument to be cheat, free and voluntary act  
before me and is (are) known or proved to me to be the person(s) who, being informed of the foregoing  
Benjamin D. Litz and Juanita L. Litz, his wife, personally appeared  
Mary H Korb a Notary Public in and for said county and state, do hereby certify that

COUNTY OF Cook SS:  
STATE OF Illinois

Space below this line for Acknowledgment

Social Security Number, 353-68-4843 - Borrower

Juanita L. Litz  
Benjamin D. Litz  
(Seal)  
Social Security Number, 131-54-2578

Benjamin D. Litz  
(Seal)  
Social Security Number, 353-68-4843 - Borrower

Witnesses:

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

Other(s) (specify)

- Adjustable Rate Rider     Condominium Rider     1-4 Family Rider  
 Grandparent Rider     Planned Unit Development Rider     Biweekly Payment Rider  
 Biannual Rider     Rate Improvement Rider     Second Home Rider

(Check applicable box(es))

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

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person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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16. Borrower's Copy. Borrower shall be given one conformed 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

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state where it was executed.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-contractants and agreeements of this Security instrument shall bind and benefit the successors and assigns of Landor and Borrower, subjeect to the provisions of paragraph 7. Borrower's co-contractants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grants and convey that property to the Lender under the terms of this Note; (b) is not liable for the obligations of Borrower, and (c) agrees that any other Borrower may agree to extend, modify, amend or alter the terms of this Note without their Note without their Borrower's knowledge.

Unless less lenient and Borrower and Porrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the unpaid payables referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Responsible For Breach of Warranties. Extension of the time for payment of

modifications of amortization of the loans 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 release the liability of the original Borrower or Borrower's successors in interest if

otherwise modified to commence proceedings against any successor in interest or referee to the original Borrower or Borrower's successors in interest.

12. Borrower's Duties. A Borrower shall not be liable for any exercise of the rights of Lender under this Agreement unless Lender has given notice to Borrower specifying the nature of the default and giving Borrower a reasonable opportunity to cure the default.

10. **Condemnation:** The proceeds of any award of damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspection. Under or its agents may make reasonable entries upon land inspections of the property. Landowner shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.