

# UNOFFICIAL COPY

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PT 921-10165

92983600

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011930039

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 21, 1992. The mortgagor is LAWRENCE R WILKINSON AND MAUREEN A WILKINSON, HIS WIFE

("Borrower"). This Security Instrument is given to St. Paul Federal Bank for Savings

which is organized and existing under the laws of United States of America, and whose address is 6700 W. North Ave, Chicago, Illinois 60635

("Lender"). Borrower owes Lender the principal sum of EIGHTY EIGHT THOUSAND AND NO /100 Dollars (U.S. \$ 88,000.00).

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, 2000. 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 NORTH 44 FEET OF LOT 5 AND THE SOUTH 6 FEET OF LOT 4 IN BLOCK 7 IN WILLIAM C REYNOLD'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PTN #16-06-310-009

DEPT-01 RECORDING \$33.00  
1:3333 TRAM 5830 12/30/92 11:3100  
294714 \* 92-983600  
COOK COUNTY RECORDER

which has the address of 710 FOREST OAK PARK  
(Street) (City)  
Illinois 60302 ("Property Address")  
(Zip Code)

Form 3074 9-90 (page 1 of instrument)  
*[Handwritten signatures]*  
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2395 SEP 91

*[Handwritten signatures and initials]*  
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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, the contest in good faith the lien by or action's agent enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or act seems from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

1. Charges, Fees. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and household payments or 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 time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

2. 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 and second to amounts payable under paragraph 2, third to interest due and last to any late charges due under the Note.

3. Lien. Lender shall apply the law provided in paragraph 2 to the amount of any late charges due under the Note. Lender shall apply any funds held by Lender in connection with the acquisition or sale of the Property to the acquisition or sale of the Property, and shall apply any funds held by Lender in connection with the acquisition or sale of the Property to the acquisition or sale of the Property.

4. Deficiency. If the amount of the debt is not paid in full by the time the Property is sold, Lender shall have the right to file a deficiency claim against Borrower. Lender shall promptly return to Borrower any funds held by Lender in connection with the acquisition or sale of the Property, and shall apply any funds held by Lender in connection with the acquisition or sale of the Property to the acquisition or sale of the Property.

5. Funds Held by Lender. Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Borrower's debt, Lender may, so long as Borrower is in default, and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

6. Lender's Lien. Lender shall have a lien on the Property for the amount of the debt, including interest, taxes, and other charges. Lender shall have a lien on the Property for the amount of the debt, including interest, taxes, and other charges. Lender shall have a lien on the Property for the amount of the debt, including interest, taxes, and other charges.

7. Lender's Lien. Lender shall have a lien on the Property for the amount of the debt, including interest, taxes, and other charges. Lender shall have a lien on the Property for the amount of the debt, including interest, taxes, and other charges. Lender shall have a lien on the Property for the amount of the debt, including interest, taxes, and other charges.

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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 2) 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 reinstatement, 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

Form 704 9 99  
[Signatures]

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*[Handwritten signatures and notary stamp]*  
Notary Public  
E.C.M. 1014 990

15. Governing Law/Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the State conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument in the State which are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail and address applicable law requires use of another method. The notice shall be directed to the Property. Address of any other address Borrower requires by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Loan Charges. If the loan, covered by this Security Instrument, is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest on other loan charges collected or to be collected in connection with the loan exceeds the permitted limit, then no such loan charge shall be collected by the amount necessary to reduce the charge to the permitted limit, and the any sums due are collected from Borrower. Any such charge shall be collected from Borrower and the charge to Borrower Lender may choose to make the loan by making the loan under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. Assurances and Assurances. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument. The Borrower's obligations and agreements shall be binding and several. Any Borrower who conveys this Security Instrument but does not execute the Note or a co-signing and security instrument only to mortgage, grant and convey this Security Instrument in the Property under the terms of this Security Instrument, is not personally obligated to pay the amounts secured by the Security Instrument, and the Borrower may agree to extend, modify, forbear or make any amendments with regard to the terms of this Security Instrument to the Note without the Borrower's consent.

11. Borrower Not a Trustee. For better or for ill, the Borrower shall not be deemed to be a trustee or to have any fiduciary duty to the lender or to the lender's successors. Any loan made by Lender in exercising any right of remedy shall not be a part of or give rise to the exercise of any right of remedy.

10. Borrower Not a Trustee. For better or for ill, the Borrower shall not be deemed to be a trustee or to have any fiduciary duty to the lender or to the lender's successors. Any loan made by Lender in exercising any right of remedy shall not be a part of or give rise to the exercise of any right of remedy.

9. Insured. Borrower otherwise agrees to maintain any application of proceeds to principal shall not extend to prepay the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

8. 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, 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, 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, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

7. 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.

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

5. Loss Reserve. Lender may require that the borrower pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, with the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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County Office

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16. **Borrower's Copy.** Borrower shall be given one confirmed copy of the Note and of this Security Instrument as soon as it is sold or transferred for it 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 remedy 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 for 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) pays any other sums which are due under this Security Instrument or agreement; (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 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 (in the case 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 shown as the "Loan Servicer" from object to object, provided that the Note and this Security Instrument. There also may be one or more changes of the "Loan Servicer" in 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 provisions shall not apply to the presence, use, disposal, or release of any hazardous substances on or in the Property, if the presence, use, disposal, storage, or release of such substances is a normal incident of the use and 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 Lender knows 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 applicable environmental law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined in federal or state laws, regulations, orders, decrees, judgments, consent decrees, or administrative orders, including, but not limited to, asbestos, lead, radon, and radon decay products, and hazardous, volatile, semi-volatile, and inorganic, organic, and inorganic solvents, including, but not limited to, petroleum products, pesticides, and herbicides, and hazardous waste, including, but not limited to, asbestos, lead, radon, and radon decay products. As used in this paragraph 20, "environmental law" means federal laws and laws of the jurisdiction where the Property is located that relate to the health, safety or environmental protection.

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall specify (a) the date the notice is given to Borrower, by which the default must be cured, and (b) 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 contest after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower in 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 litigation.

22. **Release.** Release of all sums secured by this Security Instrument, Lender shall not release this Security Instrument without change to Borrower. Borrower shall pay any redemption costs.

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

*[Handwritten signatures and initials]*

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WILKINSON LAWRENCE R

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Form 3014 8/90 (page 6 of 6 pages)

BOX 288

2395 SEP 91

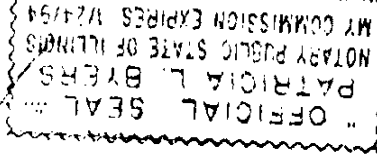
MAIL TO

CHICAGO, IL 60635

6700 W NORTH AV

ST PAUL FEDERAL BANK FOR SAVINGS

RAYMOND F SEIFERT



My Commission expires:

Given under my hand and official seal, this

set forth

signed and delivered the instrument as free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me (this day in person, and acknowledged that he

personally known to me to be the same person(s) whose name(s)

a Notary Public in and for the State of Illinois, and I have read the contents of the instrument and the

STATE OF ILLINOIS, (County ss. Cook)

[Space Below This Line For Acknowledgment]

Social Security Number 314-43-0793

MAUREN A WILKINSON - Borrower

(Seal)

Social Security Number 361-36-1081

LAWRENCE R WILKINSON - Borrower

(Seal)

By Signers Below, Borrower, accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Ballown Rider
- [Others] (Specify) LOAN RIDER
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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 boxes)

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Proprietary of Cook County Clerk's Office

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## LOAN RIDER

LOAN NO 011930019  
DATE DECEMBER 21, 1992

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness, said Security Instrument encumbers real property commonly described as

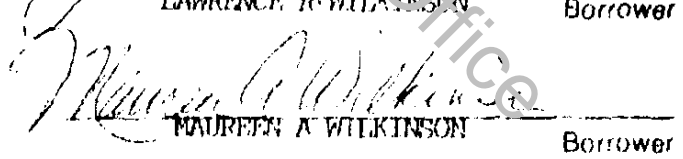
710 FOREST, OAK PARK IL 60302

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

  
LAWRENCE R. WILKINSON Borrower

  
MAUREEN A. WILKINSON Borrower

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