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RECORDING

WM BLOCK & CO. INC.
5 MAR 1992
LAKEVIEW

THIS INSTRUMENT
SIMON
FOR

92072069

DEPT-01 RECORDINGS \$29.00
T#1111 TRAM 5499 02/04/92 12:40:00
#2485 : A *-92-072069
COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

LOAD

MORTGAGE

THIS INSTRUMENT IS GIVEN BY **JANUARY 24**
RICHARD A. EBBENS AND DIANE E. GALANIS, HUSBAND AND WIFE

TO **WM. BLOCK & CO., INC.**
SIMON
OF **THE STATE OF ILLINOIS**, and whose address is

FIVE LAKES DRIVE
BORROWER HAS OBTAINED A MORTGAGE OF **SEVENTY-SEVEN THOUSAND SEVEN HUNDRED AND**
00/100

THE AMOUNT OF **77,700.00**. This debt is evidenced by Borrower's note dated
the date of this instrument, which provides for monthly payments, with the full debt, if not paid earlier, due and pay-
(a) the performance of the terms of the Note; (b) the performance of the terms of the Security Instrument; and (c) the perform-
ance of the terms of the Security Instrument and the Note. For this purpose, Borrower does hereby mort-
gage the premises hereinafter described, located in **COOK** County, Illinois:

LOT 36 (APPROXIMATELY 50 FEET) IN W. H. GORE'S SUBDIVISION OF THAT
PART OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST
OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

DO NOT SIGN CUSTOMER'S REQUEST

92072069

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PIN **0000000000**
where **W. H. GORE ROAD** **HOMewood** (City)
Illinois (Property Address).

TOGETHER WITH ALL EASEMENTS, APPURTENANCES, AND FIXTURES NOW OR HEREAFTER ACQUIRED OR TO BE ACQUIRED BY THE PROPERTY. All of the foregoing is referred to as the "Property."
Borrower warrants that he or she is the owner of the estate hereby conveyed and has the right to mortgage, grant and convey the same, and that the same is free from all encumbrances of record, except for encumbrances of record. Borrower warrants and will defend generally the title to the property against all claims, demands, suits and proceedings, except to any encumbrances of record.
THIS INSTRUMENT IS SUBJECT TO THE NATIONAL UNIFORM INSTRUMENTS ACT AND NON-UNIFORM COVENANTS WITH LIMITED VARIATIONS BY JURISDICTION.

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Borrower and Lender covenant and agree as follows:

1. Interest, Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest, together with any prepayment and late charges due under the Note.

2. Escrow. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender

for the term of the Note, until the Note is paid in full, a sum ("Funds") for: (a) **yearly taxes and assessments**

on the Property; (b) **yearly leasehold payments or ground rents**

on the Property; (c) **yearly insurance premiums**; (d) **yearly flood insurance premiums**, if any; yearly

payments for any other items payable by Borrower to Lender, in accordance with the provisions of paragraph 3.

These items are called "Escrow Items." Lender may, at any time, require

of Borrower the maximum amount a lender for a federally related mortgage loan may require under

Section 1223 of the Settlement Procedures Act of 1974 as amended from time to time, 12

C.F.R. 1024.203, that applies to the Funds sets a lesser amount. If so, Lender may, at any time, require

of Borrower the lesser amount. Lender may estimate the amount of Funds due on the basis of

information available to Lender, including future Escrow Items or otherwise in accordance with applicable law.

Escrow deposits are insured by a federal agency, instrumentality, or entity (including

the Home Loan Bank). Lender shall apply the Funds to pay the Escrow Items.

Lender shall, for the term of the Note, annually analyze the escrow account, or verifying the Escrow Items,

in accordance with applicable law, permits Lender to make such a charge. However, Lender may

charge a fee for escrow services if an agreement is made or an applicable law requires interest to be paid,

including interest on the Funds. Borrower and Lender may agree in writing, however, that

the charge shall give to Borrower, without charge, an annual accounting of the Funds.

The charge shall be paid for which such debit to the Funds was made. The Funds are pledged as

security for the Security Instrument.

If applicable law permits to be held by applicable law, Lender shall account to Borrower for

the amount of Funds held by Lender at any time is not less than the amount of Funds

due under the Note. Borrower shall make up the deficiency in no more than twelve monthly pay-

ments under the Security Instrument. Lender shall promptly refund to Borrower any Funds

received by Lender which are not required to acquire or sell the Property. Lender, prior to the acquisition or sale of the Prop-

erty, shall apply the Funds to the extent of acquisition or sale as a credit against the sums secured by this Security

Instrument.

3. Priority. Subject to applicable law, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to

the principal and interest due under the Note; second, to amounts payable under paragraph 2; third, to

late charges due under the Note.

4. Taxes and Assessments. Borrower shall pay to Lender, for the term of the Note, the

yearly taxes and assessments, charges, fines and impositions attributable to the Property

and leasehold payments or ground rents, if any. Borrower shall pay these

payments in full, or part in that manner, Borrower shall pay them on time directly to the

proper authority or to Lender, in notices of amounts to be paid under this paragraph. If Bor-

rower does not promptly furnish to Lender receipts evidencing the payments,

Lender may, at its option, withhold the Funds until such receipts are provided. Lender may, at its option, require

Borrower to obtain a title insurance policy acceptable to Lender; (b) contests in good faith the lien by

filing a motion or proceeding which, in Lender's opinion, operate to prevent the enforcement

of the Security Instrument; or (c) agrees in writing to Lender subordinating the lien to this Security In-

strument if the Property is subject to a lien which may attain priority over this Security Instru-

ment and, upon the lien. Borrower shall satisfy the lien or take one or more of the actions set

forth in this paragraph.

5. Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Prop-

erty insured for the term of the Note against fire, theft, extended coverage, and any other hazards, including floods or

other water damage. The insurance shall be maintained in the amounts and for the periods that Lender

may require. The policy shall be chosen by Borrower subject to Lender's approval which shall not

be unreasonably withheld. Lender may, at Lender's option, obtain cover-

age in excess of the coverage described above. Lender may, at Lender's option, obtain cover-

age in excess of the coverage with paragraph 7.

6. Documents. Lender shall include a standard mortgage clause. Lender

may, at its option, require Lender requires, Borrower shall promptly give to Lender all receipts of

payments made by Borrower. Borrower shall give prompt notice to the insurance carrier and Lender,

in writing, of any claim by Borrower.

7. Insurance Proceeds. In writing, insurance proceeds shall be applied to restoration or repair of the

Property, if such application is financially feasible and Lender's security is not lessened. If no restoration or

repair is financially feasible, the insurance proceeds shall be applied to the sum of the

principal and interest due, with any excess paid to Borrower. If Borrower abandons the Prop-

erty, or if Lender determines that the insurance carrier has offered to settle a claim, then Lender

may, at its option, apply the proceeds to repair or restore the Property or to pay sums secured by this

Security Instrument. Any payment of proceeds to principal shall not extend or post-

pone the time for payment in paragraph 1 and 2 or change the amount of the payments. If under

any circumstances Borrower's right to any insurance policies and proceeds resulting from damage

to the Property is limited to the extent of the sums secured by this Security Instrument im-

mediately after the date of the Security Instrument.

8. Protection of Property. Borrower's Loan Application; Leaseholds.

Borrower shall vacate the Property as Borrower's principal residence within sixty days after the execu-

tion of this Security Instrument, or copy the Property as Borrower's principal residence for at least one year

after the date of the Security Instrument, unless Borrower and Lender agree in writing, which consent shall not be unreasonably withheld, or unless

Lender agrees in writing to Lender's control. Borrower shall not destroy, damage or impair the Property,

including the improvements on the Property. Borrower shall be in default if any forfeiture action or proceed-

ing action is filed against the Property or if a court of competent jurisdiction could result in forfeiture of the Property or otherwise

impair the principal or interest of Lender's security interest. Borrower may cure such a default and

bring the matter to a court of competent jurisdiction or proceeding to be dismissed with a ruling that, in Lender's good faith

opinion, the default is cured. Borrower shall also be in default if Borrower, during the loan application process,

provides false information to Lender or fails to provide Lender with any material information in

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...including, but not limited to, representations concerning Borrower's occupancy of the Property. If the Property is on a leasehold, Borrower shall comply with all the provisions of the leasehold and the title fee shall not merge unless Lender agrees to the merger.

12. Rights in the Property, Mortgage Insurance If Borrower fails to perform the covenants and agreements in this Security Instrument that may significantly affect Lender's rights in the Property, Lender may do and pay for all things necessary to protect the Property and Lender's rights in the Property. Lender's actions may include paying reasonable attorneys' fees and costs. If Lender may take action under this paragraph 7, Lender does not have to do so.

13. 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 obtain coverage substantially in effect, at a cost substantially equivalent to the cost the Borrower of the mortgage insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain these premiums to pay the premiums required to maintain mortgage insurance in effect, or to provide a loss payment in accordance with any written agreement between Borrower and Lender or any insurer approved by Lender.

14. Inspections Lender may make reasonable entries upon and inspections of the Property. Lender shall give Borrower reasonable notice and a reasonable opportunity to be present at the inspection.

15. Condemnation If the Property is condemned, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of the Property, or the conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. The proceeds shall be applied to the sums secured by this Security Instrument.

16. Partial Taking In the event of a partial taking of the Property, unless Borrower and Lender agree otherwise, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by (a) the percentage of the Property taken, divided by (b) the fair market value of the Property immediately before the taking, divided by (c) the fair market value of the Property immediately after the taking.

17. Award After notice by Lender to Borrower that the condemnor offers to make an award to the Borrower, if the award is not accepted by the Borrower within 30 days after the date the notice is given, Lender is authorized to accept the award for the restoration or repair of the Property or to the sums secured by this Security Instrument.

18. Extension of Time In the event of an application of proceeds to principal shall not extend or postpone the time for payment of the sums secured by this Security Instrument.

19. Extension of Time Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument shall not operate to extend the time for payment or modification of amortization of the sums secured by this Security Instrument.

20. Successors The covenants and agreements of this Security Instrument shall bind the Borrower and its successors in interest. Any forbearance by Lender shall not be required to commence proceedings against the Borrower or its successors in interest.

21. Several Liability Co-signers. The covenants and agreements of this Security Instrument shall bind the Borrower and its successors in interest. Any Borrower who signs the Security Instrument but does not execute the mortgage, grant and convey that Borrower's interest in the Property under the Security Instrument, shall be obligated to pay the sums secured by this Security Instrument; and (c) agrees to pay the sums secured by this Security Instrument, modify, forbear or make any accommodations with regard to the terms of the Security Instrument without Lender's consent.

22. Prepayment The Security Instrument is subject to a law which sets maximum loan charges, and any loan charges collected for or to be collected in connection with the loan exceeding the maximum permitted by law shall be refunded to Borrower. Lender may prepay the sums secured by this Security Instrument by making a direct payment to Borrower. If a refund is required, Lender shall refund the amount of the refund to Borrower without any prepayment charge under the Note.

23. Notice The notice shall be given by delivering it or by mailing it to the Property Address or any other address stated in the Note or by another method. The notice shall be directed to the Property Address or any other address stated in the Note or by another method. Any notice to Lender shall be given by first class mail to Lender's address stated in the Note or by another method. Any notice provided for in this Security Instrument shall be deemed to have been given if it is provided in the manner provided in this paragraph.

24. Governing Law This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. If the law of the jurisdiction in which the Property is located conflicts with applicable law, the law of the jurisdiction in which the Property is located shall govern. The Security Instrument and the Note are declared to be severable.

25. Assignment The sums secured by the Note and of this Security Instrument, together with all interest in Borrower, shall not be sold or transferred to another person without Lender's prior written consent. This section shall not apply to the sale or transfer of all sums secured by this Security Instrument, if the sale or transfer is prohibited by federal law as of the date of this Security Instrument.

26. Acceleration Borrower may be accelerated. The notice shall provide a period of not less than 30 days after the expiration of the period. Lender may invoke any remedies permitted by this Security Instrument.

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Subject to the terms and covenants contained in this Security Instrument and

Richard A. Ebbens (Seal)
RICHARD A. EBBENS -Borrower

Social Security Number 305-60-7755

Diane E. Galanis (Seal)
DIANE E. GALANIS -Borrower

Social Security Number 312-60-9851

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[Print Below This Line For Acknowledgment]

Cook County, Illinois
I, _____, a Notary Public in and for said county and state,

do hereby certify that the undersigned

Richard A. Ebbens and Diane E. Galanis, his wife

are the same persons to me to be the same person(s) whose name(s)

they have signed this day, in person, and acknowledged that the y

is their joint voluntary act for the uses and purposes therein

on the 24th day of January, 1992

Dam Schial
Notary Public



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