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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 6, 1992

The mortgagor is PETER J. MCGUIRE, JR., AND JUANITA MCGUIRE, HUSBAND
AND WIFE

("Borrower"). This Security Instrument is given to

AMERIFED FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is

4 CENTRE, PARK FOREST, ILLINOIS 60466

("Lender"). Borrower owes Lender the principal sum of

SIXTY-THOUSAND FIVE HUNDRED AND NO/100-----

Dollars (U.S. \$ 60,500.00----). 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

MARCH 1, 2007

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

LOT 32, IN BLOCK 43 IN VILLAGE OF PARK FOREST AREA NO. 5 BEING
A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 35 AND THE WEST
HALF OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE
RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AUGUST 3, 1951, AS
DOCUMENT NO. 15139014, IN COOK COUNTY, ILLINOIS.

PIN #31-36-314-010

4096026

which has the address of 349 INDIANWOOD BLVD., PARK FOREST, ILLINOIS 60466
[Street] [City]

Illinois ("Property Address").
[Zip Code]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1026 (9012)

Form 3014-9790 (page 1 of 6 pages)

Great Lakes Business Forms Inc. ■
To Order Call: 1-800-540-0813 • FAX 616-451-1114

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Form 301A-9/90 (page 6 of 6 pages)

PARK FOREST, ILLINOIS 60466

(Address)

4 CENTRE,

(Name)

AMERIFED FEDERAL SAVINGS BANK
QUALITY DOCUMENT PROCESSING

This instrument was prepared by & MAIL TO:

Notary Public

Given under my hand and official seal, this 6TH day of FEBRUARY, 1992

(Date)

92036572

and delivered the said instrument to THEIR free and voluntary act, for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and I now declare that THEY signed

, personally known to me to be the said person(s) whose name(s) ARE

do hereby certify that PETER J. MCGUIRE, JR., AND JUANITA MCGUIRE, HUSBAND AND WIFE

, a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS.

1. THE UNDERSIGNED

Social Security Number # 587-44-2274
JUANITA MCGUIRE (Signature)
Borrower
(Seal)

Social Security Number # 353 40 8315
PETER J. MCGUIRE JR. (Signature)
Borrower
(Seal)

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.

Other(s) (Specify)

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

[Check applicable box(es)]

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

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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; 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 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, 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 Escrow 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. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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 attain priority over this Security Instrument, and leasehold 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 all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender 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.

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

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21. Acceleration of 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 set forth: (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 remit late fees, accelerate the loan 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 his 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 attorney's 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 Foreclosure. Borrower waives all right of homestead exemption in the Property.

NON-UNIFORM GOVERNANTS. Bottowder had under fought government and agreed as follows:

As used in this paragraph (2), "dangerous substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances:

Borrower shall furnish 1 written notice of any investigation, claim, demand, lawsuit or other action by any power of attorney or proxy of private party invalidating the Property and any Lazardous Substance or Environmental Liability, that any removal or sale of any Hazardous Substance affecting the Property is necessary. However shall promptly file all necessary legal actions in accordance with law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or any other substance that may pose a threat to health or safety of persons or the environment. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or any other substance that may pose a threat to health or safety of persons or the environment.

applicable law may specify for indemnification before sale of the Property pursuant to any power of sale contained in this Section) but subject to the entry of a judgment confirming this Section in its entirety. These conditions are that Borrower (a) shall remain liable to the Lender for amounts owing by him under the Note and the other documents and agreements referred to in this Section; (b) shall remain liable to the Lender for amounts owing by him under the Note and the other documents and agreements referred to in this Section; and (c) shall remain liable to the Lender for amounts owing by him under the Note and the other documents and agreements referred to in this Section.

periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have termination of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as

If Under exercises this option, Under shall give Notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or until the Notice is given which Notice must pay all sums accrued by Under less than 30 days from the date the notice is given.

17. Transferee of the Property or a Beneficial Interest in Borrower or all or any part of the Property or any interest in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person within Lender's prior written consent. Under any of this option, partial immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if it exercise is prohibited by federal law as of the date of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by the federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held invalid or unenforceable, such provision shall not affect other provisions of this Security Instrument and the Note are unaffected by the severable.

14. Notices. Any notice to be given by the Landlord shall be given in writing and shall be delivered in person or by mail to the address set forth in the lease agreement.

13. **Loan charges.** If the loan is secured by this Security Instrument as set forth in a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan is subject to a law which sets maximum loan charges, and under such law the maximum amount which may be charged to the borrower is less than the amount which would be charged if a refund reduces principal, the reduction will be treated as a partial prepayment without any direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any refund to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a refund to the borrower. (a) any sums already collected from the borrower which exceeded permitted limits will be charged to the permitted limit, and (b) any sums already collected from the borrower which exceeded permitted limits will be charged to the permitted limit, where (a) any such sum shall be reduced by the amount necessary to reduce with the loan exceed the permitted limits, where (b) any such sum shall be reduced by the amount necessary to reduce with the loan exceed the permitted limits.

11. Borrower's Duties and Responsibilities. Notwithstanding the provisions of the Note, the Borrower shall be liable for payment of the principal amount of the Note, interest thereon, and all other amounts due under the Note, and shall remain obligated to pay all such amounts even if the Note is paid in full or otherwise modified.

Cliffes, a sider and Borrower of diversise geare in warris, my appellation of proceeds to principall shal not exceede sume clausuris of our chayre by the moneth of March next.

If the property is abandoned by the owner or if the owner fails to respond to the owner's demand to make arrangements to take possession of the property or to the award of a claim for damages, the owner may file a complaint to recover the possession of the property.

Property in which the fair market value of the property immediately before the taking is less than the amount of the sum otherwise provided, the proceeds shall be applied to the sums secured by this Section unless otherwise specified in either or not the sum

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 the owner. In the event of a partial taking of the property in whole or in part, the proceeds shall be paid to the owner. Any balance shall be paid to the holder of a partial taking of the property.

condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, the hereby assented and shall be paid to [redacted]