

# UNOFFICIAL COPY

92133319 1 2 3 4 9

FEB 22 1992

1992 MAR - 3 PM 1:52

92133319

B10  
B10

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **February 24 1992**  
The mortgagor is **CAROL MOSOLYGO, DIVORCED AND NOT SINCE  
REMARIED**

MIDWEST SAVINGS BANK ("Borrower"). This Security Instrument is given to  
which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is  
**324 COMMONS DRIVE BOLINGBROOK, IL 60440**

(Lender). Borrower owes Lender the principal sum of  
Dollars (U.S. \$ **100000.00**). 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 2022**. 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 7 (EXCEPT THE EAST 34 FEET OF THE NORTH 3 FEET) IN BLOCK 6 IN UNION  
ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE NORTH  
WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE ROAD, ALSO THAT PART OF  
LOT 6 OF ASSESSOR'S DIVISION OF SAID NORTH WEST 1/4 OF SAID SECTION 19, LYING  
EAST OF SAID RIDGE ROAD, IN COOK COUNTY, ILLINOIS.

11-19-102-005-0000

92133319

which has the address of

**935 ELMWOOD**  
[Street]

**EVANSTON**  
[City]

**Illinois**

**60202**  
[Zip Code]

("Property Address")

# UNOFFICIAL COPY

Form 3014 9/96 (page 2 of 6 pages)

floods or flooding, for which Lender receives insurance. This insurance shall be maintained in like amounts and for the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 5. Hazard or Property Insurance. Borrower shall keep the liability instrument now existing or hereafter executed on the one or more of the actions set forth above within 10 days of the giving of notice.

over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take steps to remove the instrument. If Lender determines that any part of the Property is subject to a lien which may affect the instrument of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender's option to prevent the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) certifies in good faith the Borrower shall priority over this Security instrument (a) agrees any lien which has priority over this Security instrument unless Borrower: (a) agrees

the payment, (b) charges; (c) pays all taxes, assessments, charges, fines and impositions attributable to the payment, (d) pays 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 this payment. If Lender receives payment from Borrower, Lender shall pay him on his account or under the Note.

4. (Charges; Lien). Borrower shall pay all due, and last, to any late charges due under the Note. 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 paragraphs 1 and 2 held by this Security instrument.

Funds held by Lender, shall apply any funds held by Lender at the time of acquisition of, or as a credit against the sums held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any deficiency in the excess Funds in accordance with the requirements of applicable law.

Borrower for the excess Funds held by Lender shall account to be held by applicable law, Lender shall account to if the Funds held by Lender exceed the amounts permitted by applicable law, Lender shall make up the deficiency in the excess Funds held by Lender to pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the such case Borrower shall pay to Lender the amount necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in Lender in any time is not sufficient to pay the requirements of applicable law, if the amount of the Funds held by Borrower for the excess Funds in accordance with the requirements of applicable law, unless a provision otherwise, unless the Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent record of the Funds held by Lender, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits, Lender may not charge Borrower for holding and applying the Funds, similarly analyzing the escrow 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 shall be held in an institution whose depositors are protected by a federal agency, insurability, or entity.

The Funds shall be held in accordance with applicable law, escrow items or otherwise in accordance with applicable law, or otherwise in accordance with the requirements of law, Lender may estimate the amount of Funds due on the basis of current data and reasonably exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonably exceed the lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to law that applies to the Funds as of 1974 as amended from time to time, 12 U.S.C. § 261 et seq. (RIFSA), unless another State Statute provides otherwise for, or separately relate loan may require for Borrower's escrow account under the federal Real amount a lender for, "Escrow Items", Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum called "Escrow Items", Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum of payments on the escrow account of paragraph 8, in lieu of the payment of mortgage insurance premiums. These Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any, (c) yearly mortagage insurance premiums, if any; and (d) any sums payable by Borrower to insurance premiums which may affect this Security instrument as a lien on the Property; (b) yearly insurance premiums which may affect the Note until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may affect this Security instrument as a lien on the Property; (d) yearly insurance premiums which may affect the Note and Lender, due under the Note and the 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 and the charges due under the Note. The principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Prepaid and Late Charges; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to any Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacement and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

# UNOFFICIAL COPY

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 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.

**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

92133319

# UNOFFICIAL COPY

Sample Form No. 1000-A (Revised 1/2001) **SECURITY INSTRUMENT AGREEMENT** - 1 (Addendum) - 9-90 (Page 4 of 6 pages)

entitlement of this Security Instrument at any time prior to the earlier of: (a) 5 days after the period as  
18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have  
remedies permitted by this Security Instrument without further notice or demand.

Security instrument. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any  
not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of  
the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of  
without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by  
it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)  
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in  
deemed to be severable.

be given effect without the conflicting provisions. To the end the provisions of this Security Instrument and the Note are  
conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can  
justification in which the Property is located. In the event that any provision of this Security Instrument or the Note is  
paraphrased.

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

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

or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's  
secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, reenter  
Borrower's interest in the Property under the terms of this Security Instrument only to pay the sums  
Instrument but does not execute the Note: (a) is continuing this Security Instrument only to mortgage, grant and convey this  
paragraph 17, Borrower's coventures and agreements shall be joint and several. Any Borrower who co-signs this Security  
Security Instrument shall bind and bequeath the successions and assigns of Lender and Borrower subject to the provisions of  
12. Successors and Assigns Bound Joint and Several Liability: Co-Signers. The coventures and agreements of this  
waiver of or preclude the exercise of any right or remedy.

Borrower or Borrower's successors in interest. Any Lender in exercising any right or remedy shall not be a  
otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original  
shall not be required to continue proceedings against my successor in interest or release to extend the period of time for payment  
of Borrower shall not be liable for the liability of the original Borrower of Borrower's successors in interest. Lender  
modification of interest which the sums secured by this Security Instrument granted by Lender to any successor in interest  
11. Borrower's Release: Forbearance By Lender Not a Waiver. Extension of the time for payment shall not extend to  
postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed to  
sums secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the  
an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,  
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offers to make  
them due.

otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are  
secured immediately before the taking. Any balance otherwise before the taking is less than the amount of the sums  
Property in which the fair market value of the Property immediately before the taking is less than the amount of a partial taking of the  
Property immediately before the taking. Any balance left to Borrower in the event of a partial taking of the  
fracture: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the  
the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing.  
secured by the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums  
instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in  
in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security  
should be paid to Lender.

condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

92133319

# UNOFFICIAL COPY

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. These 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.

92133319

BOX 333

## UNOFFICIAL COPY

Form 301A 9/90 (Page 6 of 6 pages)

Notary Public Seal  
"OFFICIAL SEAL"  
"JUDY HOWARD"  
"NOTARY PUBLIC STATE OF ILLINOIS"  
"COOK COUNTY"  
"MY COMMISSION EXPIRES 3/6/93"

JUDY HOWARD (Signature)  
324 COMMONS DRIVE  
BOLINGBROOK, IL 60440  
(Address)

This instrument was prepared by

JULY A. 1 1991

Notary Public

My Commission expires

Given under my hand and official seal this

fourth.

and delivered the said instrument as free and voluntary act for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

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

do hereby certify that

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

(County ss)

STATE OF ILLINOIS.

Social Security Number \_\_\_\_\_

Borrower  
(Seal)CAROL MOSOLYGO Social Security Number 333-36-8854  
(Seal) Borrower

Witnesses:

BY SIGNING BELOW, Borrower accepts 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
- Cordominiium Rider
- Family Rider
- Graduate Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rail Improvement Rider
- Second Home Rider
- Balloon Rider

[Check applicable box(es)]

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

