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LOAN # 2-001555-9

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DEPT-01 RECORDING	\$31.00
744444 7-36 4784 03/07/92 15131700	
4041 1 D A-72-151317	
0001 COUNTY RECORDER	

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 27, 1992.....
 19 The mortgagee is ... Willburn, K. Lance and Susan M. Lance his wife,
 ("Borrower"). This Security Instrument is given to
 FIDELITY FEDERAL SAVINGS BANK which is organized and existing
 under the laws of THE UNITED STATES OF AMERICA and whose address is
 5455 W. BELMONT AVE. CHICAGO, IL 60641 ("Lender").
 Borrower owes Lender the principal sum of ONE HUNDRED ECKTY THOUSAND & 00/100.....
 Dollars (U.S. \$ 140,000.00). 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 APRIL 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 prop-
 erty located in Cook County, Illinois:

100% OF THE PROPERTY IS LOCATED IN THE CITY OF CHICAGO, ILLINOIS, AND IS IDENTIFIED AS THE PROPERTY OWNED BY WILLBURN, K. LANCE AND SUSAN M. LANCE, HIS WIFE, IN THE NAME OF FIDELITY FEDERAL SAVINGS BANK.

Permanent Tax Index No: 15-36-406-087-0000

225 Olmstead

Riverside

which has the address of , , ,

60546

{Street}

{City}

Illinois ("Property Address");

{Zip Code}

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

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

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

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

Product 44713

Form 3014 9/90 (page 1 of 6 pages)

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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 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 unreasonable. 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees; in writing to the payee, or defrands against enforcement of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defrands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to satisfy the lien by, or defrands against enforcement of the lien in a manner acceptable to Lender; (c) secures from the holder of the lien an agreement to prevent the enforcement of the lien, or (d) secures from the holder of the lien an agreement to defer enforcement of the lien until payment in full of the debt due under this instrument.

4. Charges, taxes, borrower shall pay the taxes, assessments, charges, times and expenses and indemnities to the property which may attain priority over this Security instrument, and leasehold payments, if any, Borrower shall pay directly over this Security instrument, and leasehold payments, if any, Borrower shall pay amounts due under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 other charges due under the Note.

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 accrue or sell the Property, Lender, prior to the acquisition of 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.

If the Funds held by Lender exceed the amount set, permitted to be held by Borrower for the excess Funds in accordance with the requirements of applicable law, Lender shall account to Borrower 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 in no more than twelve months, at Lender's sole discretion.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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 reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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*COURT OF COMMON PLEAS
CLERK'S OFFICE
CITY OF CHICAGO*

This instrument was prepared by
My Commission Expires: "OCTOBER 31, 1990"
My Commission Seal

Witness my hand and official seal this 26 day of November 1990

and deed and that I, [Signature], have executed said instrument for the purposes and uses herein set forth.
I, [Signature], free and voluntarily acknowledge said instrument to be true, before me and acknowledge same, and acknowledge said instrument to be true, before me and acknowledge same, before the persons who, being informed of the contents of the foregoing instrument, have made and is (are) known or proved to me to be the person(s) who, personally appeared before me and I, [Signature], hereby certify that the above instrument is a Notary Public in and for said county and state, do hereby certify that
WILLIAM K. LANCE, AND, SUSAN M. LANCE, HIS WIFE, personally appear

COUNTY OF COOK }
STATE OF ILLINOIS }
{ SS:

Social Security Number:
-Borrower
(Seal)
Social Security Number:
-Borrower
Susan M Lance
336-56-4177
322-68-5608
William K Lance
Witnesses:
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.

- Check applicable box(es)
- 2d. 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.
- 2d. 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 box(es)]
- Adjustable Rate Rider condominium Rider Raji Improvement Rider Second Home Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 1-4 Family Rider *Ballloon Rider* *Rajie Improvement Rider* *Second Home Rider*
 Other(s) [Specify]

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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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to 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 exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owing 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.

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 unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates 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.

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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23. Waiver of Homestead. Lender waives all right of homestead exemption in the Property.
- Instrument without charge to Borrower. Borrower shall pay any recording costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without limitation of time or date.
- This paragraph 21, including, but not limited to, reasonable attorney fees and costs of title insurance, is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full ceasing the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default shall further impair this Security Instrument and the right to assert in the event of foreclosure, The notice of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property, The notice be cured; and (d) that failure to cure the date specified in the notice may result in acceleration of the note prior to the date, not less than 30 days from the date the notice is given to Borrower, by written demand unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the 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 advise in writing Borrower's

21. Acceleration; Remedies; Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-TRANSFARM COVENANTS. Borrower and Lender further covenants and agree as follows:

- Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law, that relate to health, safety or environmental protection.
- used in this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located by Environmental Law and the following substances: asbestos, formaldehyde, radon, radioactive materials, toxic pesticides and herbicides, volatile solvents, corrosive, flammable or explosive products, toxic by Environmental Law and the following substances: asbestos, formaldehyde, radon, radioactive materials, toxic As used in this paragraph 20, "Hazardous Substances," are those substances defined as toxic or hazardous substances
- regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or any government or regulatory agency of private party involving the Property and any Hazardous Substance or any Hazardous Substances on or of the Property, Borrower shall give Lender written notice of any investigation, claim, demand, lawsuit or other action by to normal residential uses and to maintenance of the Property.
- The notice will also contain any other information required by 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 be given, written notice of the change in accordance with Paragraph 14 above and applicable law. Borrower will be one of more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan also may be held by the new servicer until the Note and this Security Instrument. There known as the "Loan Service," that collects monthly payments due under the Note and this Security Instrument may be sold in the case of more times without prior notice to Borrower. A sale may result in a change in the entity instrument may be sold in the case of more times without prior notice to Borrower. The Note together with this Security

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note together with this Security right to reinstate and not apply in the case of acceleration under Paragraph 17.
- Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and Lender's rights in the Property and Borrower's obligation to pay require to assure that the holder of this Security Instrument, Lender's rights in the Note and this Security instrument may be held by the new servicer until the Note and this Security Instrument. Those conditions are that Borrower: pays Lender all sums which he due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security instrument, or (d) early of a judgment entitling this Security Instrument. Those conditions are that Borrower: Security instrument may specifically for reinstatement) before sale of the Property pursuant to any power of sale contained in this as applicable law may provide for reinstatement) before sale of the Property pursuant to any power of sale contained in this instrument of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period contract of this Security instrument certain conditions, Borrower shall have the right to have any remedies permitted by this Security instrument without further notice or demand on Borrower.

- 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 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.

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