

PREPARED BY:
JANICE HOPPER
NORRIDGE, IL 60634

UNOFFICIAL COPY

3 0 1 1 9 9 3
92169984

RECORD AND RETURN TO:

002 100 1 01 3 00

92169984

LASALLE TALMAN BANK FSB
4242 NORTH HARLEM AVENUE
NORRIDGE, ILLINOIS 60634

ATTENTION: JANICE HOPPER [Space Above This Line For Recording Data]

MORTGAGE

310394-3

THIS MORTGAGE ("Security Instrument") is given on MARCH 5, 1992
JOHN D. GOLDEN, OF
AND BARBARA J. GOLDEN HUSBAND AND WIFE

The mortgage is

("Borrower"). This Security Instrument is given to
LASALLE TALMAN BANK FSB

which is organized and existing under the laws of UNITED STATES OF AMERICA and whose
address is 4242 NORTH HARLEM
NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower(s) was/were under the principal sum of
ONE HUNDRED FIFTY FIVE THOUSAND
AND 00/100 Dollars U.S.S. \$155,000.00

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, 1992.

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 of
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(s) as hereby mortgage, grant and convey to Lender the following
described property located in COOK County, Illinois:

LOT 13 AND LOT 14 EXCEPT THE NORTHEASTERLY 1/2 THEREOF IN BLOCK
4 IN BECKER'S CICERO DEVON ADDITION TO CHICAGO, A SUBDIVISION
OF PART OF LOTS 12, 13, 15 AND 21 IN THE SUBDIVISION OF BRONS
PART OF THE CALDWELL RESERVE IN TOWNSHIPS 41 AND 41 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

13-04-221-035

which has the address of 6918 NORTH LEGETT, CHICAGO
Illinois 60646 ("Property Address")
Zip Code

Street, City

ILLINOIS Single Family Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014

DPS 1029
Form 3014-9/90

68-6R(ILL) 1/91

Copyright © 1990 by Fidelity National Title Insurance Company

92169984

31-9-92

92169984

73-47-398-06
Feb 1992

UNOFFICIAL COPY

FORM 1099

Form 1099
9-90

more of the actions set forth above within 10 days of the giving of notice.

this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to 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) contests in good faith the lien 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 if Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal 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 paragraph 2; this Security Instrument.

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 Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale (upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow Liens when due. Lender may so long as Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

various by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants 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 instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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.

LR8699726

16. Borrower's Copy: Borrower shall be given one (1) true and correct copy of this Security Instrument.

17. Governing Law: This Security Instrument shall be governed by the laws of the State of California. The parties agree that the laws of the State of California shall apply to the interpretation and enforcement of this Security Instrument and that the parties intend that the laws of the State of California shall apply to the interpretation and enforcement of this Security Instrument.

14. Notices: Any notice to Borrower provided in this Security Instrument shall be given by delivering it to the address last stated in the Security Instrument. The address shall be given by the Borrower in the Security Instrument. Any notice to Lender shall be given by the Lender to the address last stated in the Security Instrument. The address shall be given by the Lender in the Security Instrument. Any notice to the Borrower shall be given by the Borrower to the address last stated in the Security Instrument. The address shall be given by the Borrower in the Security Instrument.

13. Loan Charges: If the loan is secured by this Security Instrument, the Borrower shall pay to the Lender all charges, fees, and costs, including but not limited to, recording fees, notary fees, and other charges, fees, and costs, that are assessed or incurred by the Lender in connection with the loan. The Borrower shall be responsible for the payment of all such charges, fees, and costs. The Borrower shall be responsible for the payment of all such charges, fees, and costs.

12. Successors and Assigns Bound: Joint and Several Liability: The terms, conditions, and covenants of this Security Instrument shall bind and benefit the successors and assigns of the Lender and Borrower, and shall be enforceable against the successors and assigns of the Lender and Borrower. The Lender and Borrower agree that the terms, conditions, and covenants of this Security Instrument shall be enforceable against the successors and assigns of the Lender and Borrower.

11. Borrower Not Released: Forfeiture: The Borrower shall not be released from its obligations under this Security Instrument by the payment of any portion of the debt secured by this Security Instrument. The Borrower shall remain obligated to pay the full amount of the debt secured by this Security Instrument until the debt is paid in full. The Borrower shall remain obligated to pay the full amount of the debt secured by this Security Instrument until the debt is paid in full.

10. Condemnation: The proceeds of any award or payment for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property or of the proceeds of the property, shall be paid to the Lender. The Lender shall be entitled to the proceeds of any award or payment for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property or of the proceeds of the property.

9. Inspection: Lender, at its option, may make reasonable inspections and inspections of the property. Lender shall give Borrower a copy of any report or inspection report made by Lender. Lender shall give Borrower a copy of any report or inspection report made by Lender.

8. Insurance: Lender may require the Borrower to obtain and maintain insurance coverage for the property. Lender shall require the Borrower to obtain and maintain insurance coverage for the property. Lender shall require the Borrower to obtain and maintain insurance coverage for the property.

7. Prepayment: The Borrower may prepay the loan at any time without penalty. The Borrower may prepay the loan at any time without penalty. The Borrower may prepay the loan at any time without penalty.

6. Assignment: The Borrower shall not assign, sell, or otherwise dispose of the property or of the proceeds of the property without the prior written consent of the Lender. The Borrower shall not assign, sell, or otherwise dispose of the property or of the proceeds of the property without the prior written consent of the Lender.

92169984

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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 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

[Handwritten signature]

UNOFFICIAL COPY

23. Waiver of Homestead: Borrower waives all right, title and interest in the homestead exemption in the property.

22. Release: Lender shall be released from all liability for the Security Instrument, including but not limited to reasonable attorneys' fees and costs of title evidence.

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.

20. Hazardous Substances: Lender shall be deemed to have accepted the property as it is, including any and all hazardous substances, and shall not be liable for cleanup costs or other expenses incurred by the party in connection with the property. Lender shall be deemed to have accepted the property as it is, including any and all hazardous substances, and shall not be liable for cleanup costs or other expenses incurred by the party in connection with the property. Lender shall be deemed to have accepted the property as it is, including any and all hazardous substances, and shall not be liable for cleanup costs or other expenses incurred by the party in connection with the property. Lender shall be deemed to have accepted the property as it is, including any and all hazardous substances, and shall not be liable for cleanup costs or other expenses incurred by the party in connection with the property.

19. Sale of Note: Change of Loan Servicer: The Note is a part of the loan secured by this Security Instrument. Lender may sell the Note to a third party, and the Note shall be enforceable against the Property. Lender may sell the Note to a third party, and the Note shall be enforceable against the Property. Lender may sell the Note to a third party, and the Note shall be enforceable against the Property. Lender may sell the Note to a third party, and the Note shall be enforceable against the Property.

18. Borrower's Right to Reinstate: Borrower shall have the right to reinstate this Security Instrument by paying to Lender the sums due and owing to Lender under this Security Instrument, including but not limited to reasonable attorneys' fees and costs of title evidence, and the sums secured by this Security Instrument. Lender shall be deemed to have accepted the property as it is, including any and all hazardous substances, and shall not be liable for cleanup costs or other expenses incurred by the party in connection with the property.

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 a natural person, without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Borrower is a corporation, partnership, or other entity, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Borrower is a corporation, partnership, or other entity, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

9888888888

UNOFFICIAL COPY

310394-3

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

(Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) (specify) | |

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.

Witness _____ (Seal)
 JOHN D. GOLDEN, JR. Borrower

Witness _____ (Seal)
 BARBARA J. GOLDEN Borrower

 (Seal)
 Borrower

 (Seal)
 Borrower

STATE OF ILLINOIS, COOK

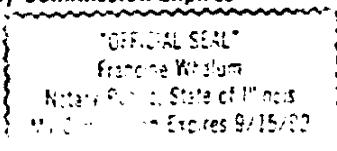
County ss:

I, THE UNDERSIGNED _____, a Notary Public in and for said
 county and state do hereby certify that
 JOHN D. GOLDEN, JR. AND BARBARA J. GOLDEN, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before
 me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR
 free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal, this _____ day of _____, _____

My Commission Expires:



 Notary Public

Property of Cook County Clerk's Office

3216398A