

# UNOFFICIAL COPY

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LOAN # 1724762

PREPARED BY AIR MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 23rd, 1992

The mortgagor is

WILLIAM J. SLINGERLAND and  
PENNY A. SLINGERLAND, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
FIRST CHICAGO BANK OF OAK PARK

THE STATE OF ILLINOIS

- DEPT-11 RECORD,T \$31.50
- T#7777 TRAN 8956 03/24/92 11:39:00
- 7419 + G \*-92-191954 COOK COUNTY RECORDER

which is organized and existing under the laws of  
address is 1048 WEST LAKE STREET  
OAK PARK, IL 60301

FORTY THOUSAND & 00/100 ("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 40,000.00).

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, 2002. 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 TAX ID #: 13-19-120-053 VOLUME 343 COOK County, Illinois:  
THE SOUTH 30 FEET OF THE SOUTH 1/2 OF LOT 8 IN BLOCK 7 IN W.F. KAISER AND CO.'S ADDISON HEIGHTS SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 3727 N. NOTTINGHAM

CHICAGO

(Street, City)

Illinois

60634

("Property Address")

[Zip Code]

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

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VMP-8R(IL) 191051 1724762

VMP MORTGAGE FORMS • (312)289-6100 • (800)521-7291

Form 3014 9/90

Amended 5/91

Initials *WSB*

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Barrower shall prominently display security measures over the lease in a manner acceptable to Landlord; (b) contains in good faith the lease within the purview of the obligation secured by the lease in a manner acceptable to Landlord; (c) contains in good faith the lease within the purview of the security deposit held by Landlord.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under financing instruments, 3rd party instruments, or Note, to my principal due; and last, to any late 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 sells the Property, prior to the acquisition of title to this Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

If the Bunds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall accounit to Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the Excess held by Lender at any time is not sufficient to pay the Escrow items within due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following Lender's sole discretion.

The Funds shall be held in an institution whose depositors are insured by a Federal agency, or entity, (including  
Lenders, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the escrow account, or very liquid  
funds, Lender may not charge Borrower for holding and applying the Funds, unusually liquidity, the escrow account, or very liquid  
funds, Escrow items, unless Lender pays Borrower to cover costs on the Funds and applicable law permits Lender to make such a charge.  
However, Lender may require Borrower to pay a fee for the independent real estate tax pending filing service used by  
Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or stipulated 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 amounts for which each debit to the Funds was  
made. The Funds are pledged as additional security for all sums accrued by this Security instrument.

3. Payment of Pre-need and Funeral Expenses; Repayment shall promptly pay whom due the principal of and interest on the debt evidenced by the Note and my prepayment and late charges due Rate.

Authorizations by jurisdiction to conduct a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines sufficient covenants for national use and non-national coverings with limited property rights to the Premises sufficient to fully encompass all claims and demands of record.

All of the foregoing is referred to in this security instrument as the "Property".

fixtures now or hereafter a part of the property. All improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property.

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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 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 statement 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

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13. Governing Law / Severability. This Security instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision of this Security instrument or the Note is held invalid in whole or in part, without affecting other provisions of this Security instrument or the Note which can be applied, will without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

Institutional stamp shall be delivered to library given to Borrower or Lender when given is provided in this paragraph.

14. **Notices.** Any notice to Borrower or to Borrower's designees by notice to Lender shall be given by delivery or mailing it to Lender at its principal place of business or at any other address by notice to Lender. Any notice to Borrower or to Lender shall be given by first class mail to Lender's address set forth herein or by notice to Borrower. Any notice provided for in this Security Agreement shall be provided for in this Security Agreement.

**SCHWIMMEN** ist ein leidenschaftliches Hobby mit einer langen Tradition. Mit dem Schwerpunkt auf dem Schwimmen und Wassersport hat der SV 1910 Niederrhein e.V. eine lange Tradition.

13. **Local Charters.** If the loan secured by this Security instrument is subject to a law, which acts maximize loan charges, but that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan and under this instrument exceed the maximum amount allowed by law, the amount of the loan shall be reduced to the maximum amount allowed by law.

such as security information with regard to the terms of this Security Agreement or the Note without prior Borrower's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Cognovis. The covenants and agreements of this Secuity Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Secuity Instrument.

in the interest of safety, to provide for the removal of such persons from the premises.

11. **Borrower's Net Revenues;** Forbearance Fee; Lender's Right to Write-off. Extension of the time for payment or modification of the sum secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the original Borrower from his liability of the original debt.

The due date of this monthly payments received with paragrapahs 1 and 2 or change the amount of which payments.

In this application is for a claim for damages, in the event that any of the above mentioned claims or demands are denied or disputed, the undersigned shall not be entitled to participate in writing, any application of proceeds to principal shall not exceed of participation unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed of participation by this Section, notwithstanding anything to the contrary contained in this instrument.

gullions secured by this society instruments will be of great value in making the country more accessible.

whether or not such a due, with any excess paid to Barrower, in the event of a partial taking of the property in which the party of the First Part held by the instrumentality before the taking is equal to or greater than the amount of the sums secured by this Security instrument. In like manner the instrumentality before the taking, unless Barrower 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 ratios: (a) the total amount of the sums secured by the instrumentality before the taking, divided by (b) the fair market value of the property immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument.

**10. Condemnation** - 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 convenience in lieu of condemnation, are hereby enlarged and

**9. Inspection.** Leader or his agent may make reasonable entries upon and inspectors of the Property. Leader shall give him notice and any written agreement between Owner and Leader for marriage purposes required to make him available and is qualified, or to provide a less expensive service, until the requirement for marriage is satisfied by another person.

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**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 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

