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THIS INSTRUMENT PREPARED BY

U.S. LENDER

HOMESAVINGS OF AMERICA

LOAN SERVICE CENTER

P.O. BOX 60015

CITY OF INDUSTRY, CALIFORNIA 91746-0015

Telephone 1-800-242-1420, 1-800-242-1420

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

(Space Above This Line for Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 19th day of January, 1990 by JOSEPH E. MURRAY AND JENNIFER MURRAY, his wife

MAILED OR DELIVERED TO THE ABOVE ADDRESS.

("Borrower"). This Security Instrument is given to HOMESAVINGS OF AMERICA FSB which is organized and existing under the laws of the United States of America and whose address is 4900 Rivergrade Road, Irwindale, California 91706-1404 ("Lender"). Borrower owes Lender the principal sum of

\$416,410.00 (Four Hundred Sixty-Six Thousand Four Hundred Sixty Dollars).

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 January 15, 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 Illinois, Cook County, Illinois:

LOT 1A AND LOT 2 IN BLOCK 1 IN ADDITION FARM MANNER, BEING A SUBDIVISION OF THE THAT PART OF THE NORTHEAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 41 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WEST OF THE EAST 25 ACRES THEREOF, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS THE WEST END ESTATES, CHICAGO, ILLINOIS.

PRIN: \$416,410.00 USD

which has the address of 1069 WEST 81ST AVENUE
(Street)

CHICAGO
IL 60645

Illinois 1069 W 81st (City/City) Property Address

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.

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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 paragraph 1 and 2 or change the amount of the payments or prepay the property as provided by Law. 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.

All insurance policies and rewards shall be acceptable to Lender and shall include a standard wage clause. Lender shall have the right to hold the policies and rewards until paid in full and shall not be liable for any loss or damage to the policies and rewards. Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices in the event of loss. However, shall give prompt notice to the surety name carrier and Lender if any policy or premium is not paid as provided by Borrower.

5. Hazard of 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 or perils of flood, or under terms and conditions acceptable to the insurance company.

Borrower shall promptly disburse any loan which has accrued or for this Security Instrument unless Borrower: (a) agrees in writing to the payment of the principal amount accrued by the time it is wanted acceptable to Lender; (b) commutes in good faith the time by, or defers an adjustment of the due date of the principal amount accrued by the time it is wanted acceptable to Lender; (c) commutes in good faith the time by, or defers an adjustment of the due date of the principal amount accrued by the time it is wanted acceptable to Lender; (d) commutes the entire amount of the principal amount accrued by the time it is wanted acceptable to Lender.

Property which may attain priority over this Security instrument, and lessorhold payments of ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due number, Borrower shall pay them on time already to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Charges:** Thereafter shall pay all late assessments, charges, fines and impositions attributable to the paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

(Upon payment in full of all sum, secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under preparation of Lender shall acquire or sell the title to acquisition or sale as a credit against the sums of sale of the Property, shall apply any sum so 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 amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds held in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to pay the accrued items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months from the date of notice, in Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Bank. Lender shall apply the Funds to pay the Escrow Lien, and Lender may not charge Borrower for holding and applying the Funds and similarly any account, or verifying the Escrow items, unless Lender pays Borrower interest on the funds and amply satisfies Lender to make a loan such as the charge. However, Lender may require Borrower to pay a one-time charge for an independent audit of Lender's records.

reasonable estimates of expenditures of future Bechtel items or otherwise in accordance with applicable law.

Excessive sedimentation from dredges at or near a river mouth may smother the lesser amount. Funds due on the basis of current data and renderings, as any time, collect and hold funds in

In accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, the lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, these items are added to the principal amount of the loan as follows:

try to reduce the risk of uninsured patients getting sick and having to pay for medical care.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law as provided in the Note, until the Note is paid in full, Borrower shall pay to the Noteholder the taxes and insurance premiums on the property described in the Note.

UNIFORM COVENANTS Bottower and Lender covenant and agree as follows:

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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.

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 or 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.

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21. Acceleration of any covenant in this Security Instrument that purports to accelerate following Borrower's breach of any covenant to pay more than the note shall specify; (a) the action required to cure the default defined; (b) the date, no 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, foreclosed by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to remit late after acceleration and the right to assert in the foreclosure proceedings that the note is due and payable in full without further demand and notice.

22. Release, [] payment of all sums secured by this Security Interest, fees and costs of title evidence by this paragraph 22, included, but not limited to, reasonable attorney fees incurred in pursuing the remedies provided in this instrument without charge to Borrower. Borrower shall pay any recondition costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

NON-UNIFORM CONTRACTS Borrower and Lender further agree that and agree as follows:

As used in this paragraph 2, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead-based paint, radon, formaldehyde, asbestos and other materials containing asbestos or formaldehyde, and radon-generating materials. As used in this paragraph 2, "Federally General Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety, or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by Regulators against Borrower or any of its Subsidiaries.

20. **Hazardous Substances.** Borrower shall not permit the presence, use, disposal, storage, or release of any Hazardous Substances as defined in the Property. Borrower shall not permit the presence, use, disposal, storage, or release of any substances that are generally recognized as being hazardous to health or the environment.

19. Sale of Note of Change of Lessor 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 holding 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 holding the Note or a partial interest in the Note together with this Security

Right to restore shall not apply in the case of acceleration under paragraph 17

person with a leader's prior written consent, leader may, in his opinion, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by leader if exercise is prohibited by federal law as of the date of this Security instrument.

16. Borrower shall be given one conforming 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 to transferee for its benefit or for a beneficial interest in Borrower, if all or any part of the Property or any interest in it is sold to transferee for its benefit or for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, then the Note and this Security Instrument shall be given to the transferee.

can be given effect without affecting the confidentiality provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. 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 which purports to limit the liability of the Noteholder violates any applicable law, such provision shall not affect other provisions of this Security Instrument or the Note which purports to limit the liability of the Noteholder.

13. Notes. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mail unless otherwise required by law or by agreement of the parties.

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 exceed permitted limits will be refundable to Borrower. Under my charge to make this refund by reducing the principal owed 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 under the Note.

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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)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

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

Witnesses:

Zdravek & Jirayos

(Seal)
—Borrower

ZDRAVEK, J., JR. & J. E.

(Seal)
—Borrower

SENA VYRANES

(Seal)
—Borrower

Senka Vyraes

(Seal)
—Borrower

[Space Below This Line for Acknowledgment]

LOAN NO. *100-124-4-1*
State of Illinois

County ss

I, *Lauren A. Reale*, Notary Public, do hereby certify that

ZDRAVEK, J., JR. & J. E. VYRANES, of 100-124-4-1, did, on the 25th day of March, 1992,

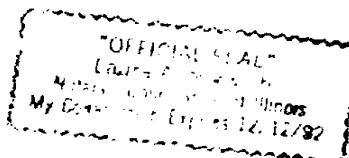
personally known to me to be the same person(s) whose name(s) *Zdravek & Jirayos* are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *Zdravek & Jirayos* signed and delivered the same instrument as a *free and voluntary act* for the uses and purposes therein set forth.

Given under my hand and official seal, this *25th* day of *MARCH*, 19*92*.

My commission expires:

Lauren A. Reale

Notary Public



962168