

# UNOFFICIAL COPY

(4)

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Loan # 0002736988  
Copies: 1 of 3 - Return to Lender  
2 of 3 - Borrower

CLOSER ID 10378  
Mortgage Instrument 3014 9/50  
Page 1 of 5  
10958 (09) 0/91 IL - Single Family

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 title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants and will defend and 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.

which has the address of  
1139 S. SCHILLING AVE  
CHICAGO, ILLINOIS, IL 60611-0003  
("Property Address")

32-20-101-024

92225315

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

and convey to Lender the following described property located in Cook County, Illinois:  
Borrower's covenants and agreements under the Security Instrument and the Note, for this purpose, Borrower does hereby mortgage, grant all other sums, with interest, advanced under paragraph 1, to secure the security of this Security Instrument; and (c) the performance of repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of if not paid earlier, due and payable on APRIL 1, 2022.  
Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, secured by FORTY SIX THOUSAND AND 00/100 Dollars (U.S. \$ 46,000.00). This debt is evidenced by ("Lender"), Borrower owes Lender the principal sum of FORTY SIX THOUSAND AND 00/100 Dollars (U.S. \$ 46,000.00), and whose address is 135 MAIN STREET, SAN FRANCISCO, CA 94105-1812.  
NATIONWIDE BANK, A FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 135 MAIN STREET, SAN FRANCISCO, CA 94105-1812.

THIS MORTGAGE ("Security Instrument") is given on MARCH 27, 1992  
The mortgagor is DANIEL F. GULL, DIVORCED, NOT SINCE REMARRIED.

## MORTGAGE

000,020

(Drawn under this time for Recording Date)

92225315

FIRST NATIONWIDE BANK  
A FEDERAL SAVINGS BANK  
DOCUMENT CONTROL  
P.O. BOX 318450  
SACRAMENTO, CA 95834-8450

When Recorded Mail To

RONALD O. MUMS  
This Instrument Was Prepared By

92225315

DEPT-01 RECORDING  
#2022 (KNOW AND 01/03/92 07:19:00)  
4028 & B - 92-225315  
COOK COUNTY RECORDER

780 93528 2 of 2

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05552312

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92220015

LOAN #0002733988

LOT 101 IN PARKVIEW TRACT FIRST ADDITION, BEING A  
SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF  
RECORDED JULY 19, 1955 AS DOCUMENT NUMBER 1630435, IN  
COOK COUNTY, ILLINOIS.



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Property of Cook County Clerk's Office

paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in lender's good faith determination, precludes foreclosure of the borrower's interest in the Property or other material impairment of 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 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 attorney's 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 of payment 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 of a similar mortgage insurance policy. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the 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 mortgage coverage lapses or ceases 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 is available and for the period that Lender requires (provided by an insurer approved by the Lender) to become 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 in writing and 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 any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of a total taking of the Property, or any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of a total taking of the Property, shall be applied to the sums secured by this Security Instrument immediately before the taking, 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 less than the amount of the sums secured 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: 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 condemnation 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; 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 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 or preclude the exercise of any right or remedy.

**12. Successors and Assigns; 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 (as is co-signing this Security Instrument) is not personally obligated to pay the sums secured by this Security Instrument, and 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 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 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 which can be given effect without the conflicting provision To this end and the provisions of this Security Instrument and the Note are declared to be severable.

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- Adjustable Rate Rider
- Placed Loan Development Rider
- Condominium Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider
- (others) specify

24. Riders to this Security Instrument. All 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 boxes.)

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

22. Release. (a) Payment of all sums secured by this Security Instrument shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Acceleration. Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any 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 reinstatement 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 incurred 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 attorney's fees and costs of title evidence.

20. Hazardous Substances. Borrower and Lender (the "covenant and agree as follows":

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gas, oil, 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.

19. Sale of Note; Change of Lender. 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 or unavailability 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 also contain any other information required by applicable law.

18. Borrower's Right to Reinstatement. If Borrower needs 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 attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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 for it 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 exercised by a lender or servicer prohibited by federal law as of the date of this Security Instrument.

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

15. 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, allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The provisions of this paragraph 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.

14. Remedies. 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 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.

13. Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gas, oil, 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 13, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

12. Acceleration. Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any 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 reinstatement 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 incurred 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 12, including, but not limited to, reasonable attorney's fees and costs of title evidence.

11. Release. (a) Payment of all sums secured by this Security Instrument shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

9. Riders to this Security Instrument. All 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 boxes.)

8. Adjustable Rate Rider

7. Placed Loan Development Rider

6. Condominium Rider

5. 1-4 Family Rider

0002733988



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Loan # 0002733988  
Copies: 1 of 3 - Return to Lender  
2 of 3 - Borrower  
3 of 3 - File

CLOSER ID: 10378  
FINA/HEAC (Master Instrument) 2014 0130  
Page 5 of 5  
L1155  
L0509 (005) 2/01 IL - Single Family

Property



NOTARY PUBLIC

MY COMMISSION EXPIRES

19 2004

PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SET FORTH IN THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH. DAY OF March 27 2004. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS DAY.

I, *Michael T. Cull*, a Notary Public in and for said County and State do hereby certify that *Michael T. Cull* is a Notary Public in and for said County and State do hereby certify

STATE OF ILLINOIS

COUNTY OF *Kankakee*

{ ss }

Special Branch Trust and Loan Agreement

Date

Date

Date

Date

*Michael T. Cull*  
Date: 27 Mar 04

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.

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# UNOFFICIAL COPY

Loan # 0002739888  
Copies: 1 of 3 - Lender  
2 of 3 - Borrower  
3 of 3 - File

COPY 01 OF 03

CLOSER ID: 10378  
Page 1 of 1  
LBR1  
L1068 (R01) (6/03) (NATL) (NVIDE)

Date

Date

Date

Date

DARIEL T. CULL

92225315  
27 Mar 92

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

The Note Holder will deliver or mail to me a notice of the change in my interest rate and the amount of my monthly payment before the effective date of the change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) Notice of Changes

My new interest rate will become effective on the change date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the change date.

(E) Effective Date of Changes

The interest rate I am required to pay at the change date will not be greater than 14.500%, which is called the "Maximum Rate."

(D) Limits on Interest Rate Changes

substantially equal payments. The result of this calculation will be the new amount of my monthly payment. I am expected to owe at the change date in full on the Maturity Date at my new interest rate in principal that I am expected to owe at the change date. The result of this calculation will be the new amount of my monthly payment.

(C) Calculation of Changes

before the change date, the Note Holder will calculate my new interest rate by adding 2.500 percentage points (2.500%) to the current index. The Note Holder will then round the result of the addition to the nearest one eighth of one percentage point (0.125%) subject to the limit stated in Section 4 (D) below, this rounded amount will be my new interest rate until the Maturity Date.

(B) The Index

At the change date, my interest rate will be based on an index. The "index" is the weekly average yield on United States Treasury securities listed to a constant maturity of 10 years, as published by the Federal Reserve Board. The most recent index figure as of the date 45 days before the change date is called the "Current Index."

(A) Change Dates

The initial fixed interest rate I will pay will change on the first day of APRIL, 1999, which is called the "Change Date."

## 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8.500%. The Note provides for a change in the fixed interest rate as follows:

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

and Lender further covenant and agree as follows:

### ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower

MUST PAY:

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORROWER

CHICAGO HEIGHTS, IL 60411-0000

and located at: 1180 S. SCHILLING AVE

(the "Lender") of the same date and covering the property described in the Security Instrument

(Note) to FIRST NATIONAL BANK, A FEDERAL SAVINGS BANK

incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security

Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed Adjustable Rate Note (the

THIS FIXED ADJUSTABLE RATE RIDER is made this 27TH day of MARCH, 1992

## Fixed/Adjustable Rate Rider (10 Year Treasury Index-Rate Cap)

0001022

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