

# UNOFFICIAL COPY

This Instrument Was Prepared By:

When Recorded Mail To

92226598

## MORTGAGE

THIS MORTGAGE is given to secure the payment of the principal and interest on the Note hereinafter described. The mortgage is given to secure the payment of the principal and interest on the Note hereinafter described.

DEPT-01 RECORDING 631.00  
T64444 TRAN 6531 04/03/92 13142100  
63964 & D \* - 92 - 226598  
COOK COUNTY RECORDER

"Borrower": This Security Instrument is given to [Name], which is organized and existing under the laws of [State], and whose address is [Address].

"Lender": Borrower owes Lender the principal sum of [Amount] Dollars (U.S. \$ [Amount]). 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 [Date].

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 [Number] 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 [County], Illinois:

LOT 102 IN EUGENE E. PROESSING'S ADDITION TO LAKE VIEW, SAID ADDITION BEING A SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE EAST 7 ACRES THEREOF) OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 40, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

92226598

which has the address of [Address]

("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 contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute uniform covenants covering real property.

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CLOSER ID

Loan # [Number]  
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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**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 in full, principal and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law and to a written waiver by Lender, Borrower shall pay to 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 and assessments which may attach to the Property over the Security Instrument, (b) on the first of each year, (b) yearly household payments or ground rents, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, and (f) any sum payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. The system so-called "Escrow Items." Lender may at any time collect and hold Funds in an amount not to exceed the maximum amount Lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act (12 U.S.C. amended from time to time), 12 U.S.C. paragraph 2601 et seq. ("RESPA"), unless another law then applicable to the Funds sets a lesser amount. If Lender may at any time collect and hold Funds in an amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender or Lender's or an institution or many Federal Home Loan Bank). Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender may charge Borrower for the Funds if applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent audit, to tax reporting or vice used by Lender in connection with this loan, unless applicable law requires otherwise in writing. If applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or amounts 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds 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 Escrow Items when due, Lender may 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 monthly payments, at Lender's sole discretion.

If prepayment in full of all indebtedness by the Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 4, Lender shall acquire and the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition to pay the debt secured by the Security Instrument.

**3. Application of Payments.** Lender shall apply payments, otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charge due under the Note, second, to amount payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

**4. Charges, Liens.** Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which may attach to the Property over the Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipt evidence of the payment.

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 by, or defends against enforcement of the lien in, legal proceeding, which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, 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 right 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 sum secured by this Security Instrument, whether or not then due with an amount 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 payment referred to in paragraph 1 and shall not change the amount of the payments. If under paragraph 1 the Property is acquired by Lender, Borrower shall be liable for any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pay to Lender to the extent of the sum secured by the Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Household.** 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 foreclosure 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

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FORM 1004-CR (Rev. 11-2013)

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Loan # 0002-1110

Copies: 1 of 3 - Payment Journal

2 of 3 - Borrower

3 of 3 - Lender

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## 1-4 FAMILY RIDER Assignment of Rents

### 1.4 FAMILY COVENANTS.

#### A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.

#### B. USE OF PROPERTY; COMPLIANCE WITH LAW.

#### C. SUBORDINATE LIENS.

#### D. RENT LOSS INSURANCE.

#### E. "BORROWER'S RIGHT TO REINSTATE" DELETED.

#### F. BORROWER'S OCCUPANCY.

#### G. ASSIGNMENT OF LEASES.

#### H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

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FORM 1-4 FAMILY RIDER

1-1-80

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THIS DOCUMENT IS A COPY OF THE ORIGINAL RECORD AS FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ORIGINAL RECORD IS THE ONLY AUTHORITY FOR THE CONTENTS OF THIS DOCUMENT.

## I. CROSS-DEFAULT PROVISION

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 24th day of March, 1992.

Michael D. King

3/24/92

John M. Kelly

3/24/92

Property of Cook County Clerk's Office

CLOSER ID: [illegible]

Loan # [illegible]  
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