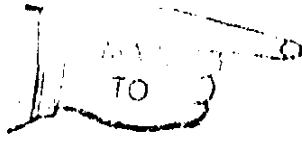


UNOFFICIAL COPY

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FIRST NATIONAL BANK OF EVERGREEN PARK
3101 WEST 95TH STREET
EVERGREEN PARK, ILLINOIS 60647

THIS INSTRUMENT PREPARED BY:
CENTRAL MORTGAGE PROCESSING UNIT
FOR EVERGREEN BANK
7 FIRST NATIONAL BANK OF EVERGREEN PARK
3101 WEST 95TH STREET
EVERGREEN PARK, ILLINOIS 60647



92238007

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE (Security Instrument) is given on

The mortgagor is

LISA M. CHARPENTIER, SINGLE NEVER BEEN MARRIED

AND

(Borrower) This Security Instrument is given to

which is organized and existing under the laws of

and whose address is

(Lender) Borrower owes Lender the principal sum of

Dollars (U.S. \$)

This debt 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

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

County, Illinois

92238007

922 238 007

which has the address of

(Street)

(City)

Illinois

(Property Address)

(Zip Code)

ILLINOIS Single Family - Fannie Mae Freddie Mac USEFORM INSTRUMENT

Form 8014 - 9/90 (prior 1-86 paper)

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Local Lake Business Forms, Inc. ■
Tel: 608/231-1000 Fax: 608/231-1110

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Form 3014 9-90 (page 2 of 2 pages)

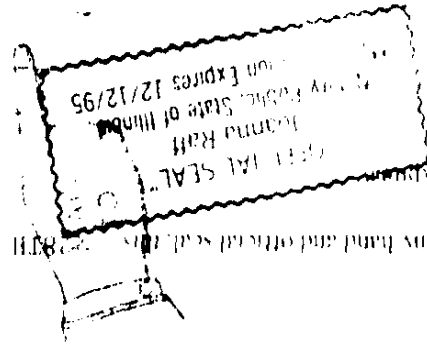
ACCT # 190499

EVERGREEN PARK, ILLINOIS 60442

3101 WEST 95TH STREET
FIRST NATIONAL BANK OF EVERGREEN PARK
FOR EVERGREEN BANK
CENTRAL MORTGAGE PROCESSING UNIT

DELIVER TO: This instrument was prepared by

Notary Public



day of MARCH, 1992

given under my hand and official seal this

both

and delivered the said instrument to THEM free and voluntarily and for the uses and purposes therein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed

personally known to me to be the same persons whose names ARE

MARY A. RAE, DIVORCED AND NOT SINCE REMARRIED AND
LINDA M. CHARPENTIER, SINGLE NEVER BEEN MARRIED

a Notary Public in and for said county and state.

STATE OF ILLINOIS

County ss

Social Security Number 361-46-2129

LINDA M. CHARPENTIER

(Seal)
Borrower

Social Security Number 321-40-2945

MARY A. RAE

(Seal)
Borrower

Witnesses:

and in any riders) executed by Borrower and recorded with it

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

(Others) [Specify]

Rollover Rider

Rate Improvement Rider

Second Home Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Adjustable Rate Rider

Condominium Rider

1 + Family Rider

(The applicable boxes)

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.

400-3-2266

Property of Cook County Clerk's Office

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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.

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 and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or 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 of Funds (for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; 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 sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time (12 U.S.C. § 2601 *et seq.*) ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, 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 expected 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, an instrumentality, or entity including Lender, if Lender is such an institution or in any 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, under Lender pays Borrower interest on the Funds, and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable 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 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 amounts 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 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 monthly payments, at Lender's option and discretion.

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 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale 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 this Security Instrument.

3. Application of Payments. Unless applicable law says 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; third, to interest due; fourth, to principal due; and (a) to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument and leasehold 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower, in writing, to the payment of the obligation secured by the lien in a manner acceptable to Lender, contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which, in the Lender's opinion, operate to prevent the enforcement of the lien, or to secure 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 attain 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 payment of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvement, now 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

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Form 1041-2 (Rev. 11/01)

2003-2006

applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument, or the entry of a judgment enforcing the Security Instrument. (Those conditions are that Borrower (a) pay a fixed amount, the amount to be determined by the court in its discretion and the "date" of an acceleration had occurred; (b) and (c) be paid in full of all sums secured by this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) take 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.

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 the maintenance of the Property.

Borrower shall provide Lender with notice of any investigation, claim, demand, lawsuit or other action by any governmental 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 Substances 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 solvents, gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or vermiculite, 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-FORMAL 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 that not prior to acceleration under paragraph 17 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, but not limited to, reasonable attorneys' fees and costs of litigation provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of litigation.

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 recording costs.

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

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and limitations on other items stated in the Property Description, and the cost of condemnation may be assessed and shall be paid by Lender.

In the event of a total failure of the Property, the proceeds of the sale of the same shall be paid to the Secured Party, net of all expenses, including reasonable attorneys' fees, incurred by the Secured Party. In the event of a partial failure of the Property, the proceeds of the sale of the same shall be paid to the Secured Party, net of all expenses, including reasonable attorneys' fees, incurred by the Secured Party. In the event of a partial failure of the Property, the proceeds of the sale of the same shall be paid to the Secured Party, net of all expenses, including reasonable attorneys' fees, incurred by the Secured Party. In the event of a partial failure of the Property, the proceeds of the sale of the same shall be paid to the Secured Party, net of all expenses, including reasonable attorneys' fees, incurred by the Secured Party.

If the Property is sold by the Secured Party or the Lender, the proceeds of the sale shall be applied first to the payment of all taxes and other liens in priority to the Security Instrument, and the balance of the proceeds shall be applied to the principal and interest due under the Note.

Until the debt is paid in full, the Secured Party shall retain the right to possess and use the Property, subject to the provisions of the Security Instrument.

11. Borrower Not Released; Torrance By Lender Not a Waiver. Lender and the Secured Party, for purposes of this paragraph, shall not be released from their obligations under the Note by the completion of any sale, including a foreclosure sale, of the Property or by the recording of the Security Instrument. Lender's release of the Property or recording of the Security Instrument shall not constitute a waiver of or preclude the exercise of any rights or remedies available to Lender under the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The Secured Party and a beneficial owner of the Security Instrument shall be jointly and severally liable for the performance of the obligations of the Borrower under the Note. The Secured Party shall be deemed to have agreed and consented to the recording of the Security Instrument and the recording of the Note, and the recording of the Security Instrument and the recording of the Note shall constitute a representation and warranty of the Secured Party that the Secured Party has the authority to execute, deliver, and record the Security Instrument and the Note, and that the recording of the Security Instrument and the recording of the Note shall constitute a representation and warranty of the Secured Party that the Secured Party has the authority to execute, deliver, and record the Security Instrument and the Note.

13. Loan Charges. The Secured Party shall be responsible for the payment of all taxes, including property taxes, and all other charges and fees, including recording fees, and all other expenses, including attorneys' fees, incurred by the Secured Party in connection with the financing of the Property. The Secured Party shall be responsible for the payment of all taxes, including property taxes, and all other charges and fees, including recording fees, and all other expenses, including attorneys' fees, incurred by the Secured Party in connection with the financing of the Property.

14. Notices. Any notice to the Borrower provided by the Secured Party shall be deemed to have been delivered to the Borrower by first class mail or by applicable law if mailed to the Borrower at the address stated in the Security Instrument. Any notice to the Borrower provided by the Secured Party shall be deemed to have been delivered to the Borrower by first class mail or by applicable law if mailed to the Borrower at the address stated in the Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by the laws of the State of Illinois, and the jurisdiction in which the Property is located. If any provision of this Security Instrument or of the Note is held to be invalid or unenforceable under applicable law, such invalidity shall not affect the validity of the remaining provisions of this Security Instrument or of the Note, which shall remain in full force and effect.

16. Borrower's Copy. Borrower shall receive a copy of the Note and of the Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a beneficial interest in the Property is sold or transferred to a third party or if the Borrower is sold or transferred to a third party, and the Borrower is not a natural person, without Lender's prior written consent, Lender may, at its option, require the payment of all principal and interest due under the Note, and the Borrower shall be deemed to have agreed to the payment of all principal and interest due under the Note.

If Lender exercises its option, Lender shall give the Borrower notice of its election. The notice shall provide a period of not less than 30 days from the date the notice is delivered for the Borrower to make payments secured by the Security Instrument. If the Borrower fails to pay the same prior to the expiration of the period, Lender may invoke any remedies permitted by the Security Instrument without further notice to the Borrower.

18. Borrower's Right to Reinstate. If Borrower is in default under the Note, Borrower shall have the right to reinstate this Security Instrument in conformity with the provisions of this Note at any time and from time to time.

10. **Condemnation.** The proceeds of any award or judgment in connection with any... Lender shall have the right to... Lender shall have the right to hold the proceeds and the right to hold the proceeds...

9. **Inspector.** Lender or its agent may make reasonable entries upon and inspections of the Property... Lender shall have the right to hold the proceeds and the right to hold the proceeds...

8. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan... Lender shall have the right to hold the proceeds and the right to hold the proceeds...

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements... Lender shall have the right to hold the proceeds and the right to hold the proceeds...

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application...** Lender shall have the right to hold the proceeds and the right to hold the proceeds...

5. **Assignment.** Lender shall have the right to hold the proceeds and the right to hold the proceeds...

4. **Insurance.** Lender shall have the right to hold the proceeds and the right to hold the proceeds...

3. **Default.** Lender shall have the right to hold the proceeds and the right to hold the proceeds...

2. **Definitions.** Lender shall have the right to hold the proceeds and the right to hold the proceeds...

1. **General Provisions.** Lender shall have the right to hold the proceeds and the right to hold the proceeds...

0. **Entire Agreement.** Lender shall have the right to hold the proceeds and the right to hold the proceeds...

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