

92238209

128

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MORTGAGE

THIS MORTGAGE (Security Instrument) is given on Friday, March 20, 1992
The mortgagor is MICHAEL J. PIERCE & LAURA L. PIERCE, HIS WIFE

(Borrower) The Security Instrument is given to MAJESTIC MORTGAGE CORPORATION, ITS SUCCESSORS AND OR ASSIGNS, which is organized and operating under the laws of the State of ILLINOIS and whose address is 309 NORTH SEYMOUR, MUNDELEIN, ILLINOIS 60060 (Lender)

Borrower owes Lender the principal sum of Nineteen Thousand and 00/100

Dollars (U.S. \$ 19,000.00). This debt is secured by Borrower's note dated the same date as this Security Instrument (Note) which provides for monthly payments with the first payment due and payable on Thursday, October 1st, 1992.

The Security Instrument is given to Lender for the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, and the payment of all other sums with interest advanced under paragraph 2 to protect the security of the Security Instrument, and all the pertinent provisions, covenants and agreements under the Security Instrument and the Note. For the purpose, Borrower does hereby convey, grant and convey to Lender the following described property located in

COOK
LOT 192 IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 AND THE NORTH 1/2 OF BLOCK 6 IN THE SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF THE CENTER LINE OF LINCOLN AVENUE IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

MAIL TO: MERCHANTS MORTGAGE
20 S CAPITOL AVENUE
INDIANAPOLIS, IN 46225

MAIL TO
MAJESTIC MORTGAGE
309 N Seymour
Mundelein IL 60060

CHICAGO

92238209

which has the address of 1338 W FLETCHER

CHICAGO

60657

DEPT-01 RECORDING \$31.50
T#5555 TRAN 3624 04/08/92 14 53 00
#1843 # 22-238209
COOK COUNTY RECORDER

Tract 192, with all the improvements now or hereafter erected on the property, and all tenements, apartments, and fixtures now or hereafter a part of the property. A replacement and a first priority lien is created by this Security Instrument. All of the foregoing is referred to in the Security Instrument as the Property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and that the right to mortgage is not in dispute; that the Property is open, unburdened, and not in any arrears of taxes; that 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 and amends each of the uniform and non-uniform provisions with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS (Large Family-Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

3150

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ONE SET OF DEEDS, Forward and Lender's coverage and special taxes.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall timely pay when due the principal and interest on the debt provided by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Lender shall appropriate tax and/or other taxes payable under the Note that pay to Lender on the day monthly payments are due under the Note into the Escrow account. Lender shall pay the taxes and assessments which may attach priority over the security instrument as a lien on the Property. Lender shall make payments for ground rent on the Property, if any, (c) yearly, hazard or property insurance premiums, (d) yearly, fire and marine expenses of any (e) yearly mortgage insurance premiums, if any, and (f) any other payments by Borrower to Lender as a condition with the proceeds of paragraph 1 in lieu of the payment of mortgage insurance premiums. These items are subject to law deemed to be a lien in fact and Lender in an amount not to exceed the maximum amount a lender or a federally related mortgage lender may require for Borrower's escrow account under the federal Equal Housing Lender Settlement Procedures Act of 1974 as amended from time to time, to the extent that such law, unless another law that appears to the Funds sets a lesser amount. If so, Lender may, at any time, adjust and hold Funds in an amount not to exceed the lesser amount and 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 which deposits are insured by a federal agency, and Lender may, at its option, include Lender as such an institution or a 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 paying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable tax payments under the same as if a charge to Borrower. Lender may require Borrower to pay a one-time fee for an independent real estate tax reporter's services and for Lender's services for all the items under applicable law provided otherwise. If such an agreement is made of applicable tax regulations, interest to be paid, Lender shall not be required to pay Borrower any other charges on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall report to Borrower without charge an annual accounting of the Funds, its withdrawal and debits to the Funds, and the purpose for which each debit to the Funds was made. The Funds are held 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 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 sole 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 a claim on the Property, Lender prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of a question of title arising in regard to the sums secured by this security instrument.

3. Application of Payments. Unless applicable law provides 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 last to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may attach priority over this security instrument and leasehold payments, except those of any Borrower shall pay these obligations in the manner provided in paragraph 2, if not paid in that manner, Borrower shall pay them 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, demanding the payment.

Borrower shall promptly, or within any time which may be specified in the security instrument, upon Borrower's request in writing, to the payment of the obligations secured by the Note in a manner as set forth in paragraph 1, and shall request to be paid by or for the payment of the same to a person proceeding with the lender's payment of the obligations secured by the Note, or to the holder of the Note, an agreement of satisfaction to Lender, subordinating the lien of the security instrument. If Lender determines that any part of the Property is subject to a lien which may affect payment of the security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take such action of the same and both actions within the time of the payment of the same.

5. Hazard or Property Insurance. Borrower shall keep the improvements which are insured on the Property insured against loss by fire, hazard, perils other than the term extended coverage, and any other hazard, including burglary and theft, for which Lender requires insurance. The insurance shall be maintained in the amount and for the term to be determined by Lender. The amount of the insurance shall be chosen by Borrower subject to the approval of Lender, which shall not be unreasonably withheld. If Borrower fails to maintain insurance described above, Lender may, at Lender's option, obtain coverage for the full Lender's right in the Property in accordance with paragraph 2.

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All insurance policies and renewals shall be as of table 1. 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 renewals 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 the date of repair of the Property damaged if the restoration or repair is economically feasible and Lender is not to be bound by the cost of the restoration or repair if not economically feasible or if on loss security would be increased. The mortgage proceeds shall be applied to the same as required by the security instrument whether or not then due with any 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 so ordered by the 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 paragraph 1, and shall always be applied to 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 the security instrument immediately prior to the acquisition.

6. Occupancy, Notation, Maintenance and Protection of the Property, Borrower's Loan Application, Leasehold. Borrower shall occupy, maintain and use the Property as Borrower's principal residence within sixty days after the recording of the security instrument and shall continue to occupy the Property as Borrower's principal residence at least one year after the date of occupancy unless otherwise agreed in writing. Who is present shall not be deemed to be a tenant, subtenant, licensee, invitee or licensee who are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, and the Property is deemed to be in a state of disrepair if the Property is in a state of disrepair if any tortfeasor action or proceeding, whether civil or criminal, is brought that in Lender's good faith judgment could result in a forfeiture of the Property or otherwise materially impair the lien created by the security instrument or Lender's security interest. Borrower shall cure such a default and restate as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that Lender's good faith determination is proper, forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by the security instrument or Lender's security interest. Borrower shall also be in default if Borrower during the loan application process gave materially false or misleading information or statements to Lender or failed to provide Lender with any material information in connection with the loan, including but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence of the security instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires 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 the security instrument, or there is a bankruptcy proceeding, or a foreclosure proceeding, or a proceeding in the Property, or a proceeding in bankruptcy, probate, or insolvency or a declaration of receivership, or a partition, then Lender may, and may be authorized to, take any action to protect the interest of the Property and Lender's rights in the Property. Lender may, and may be authorized to, take any action to protect the interest of the Property and Lender's rights in the Property, which has priority over the security instrument, appearing in a court proceeding, or an attorney's fees and costs on the Property to make repairs. Although Lender may take action under the paragraph, Lender does not have a lien.

Any amount disbursed by Lender under the paragraph 7 shall become additional debt of Borrower secured by the security instrument. Unless Borrower and Lender agree to other forms of payment, such amounts shall be referred to as the date of disbursement at the face rate and shall be payable with interest upon not later than Lender's Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance, then Borrower shall make the payments secured by the security instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If the mortgage insurance coverage required by Lender expires or requires to be renewed, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect at a cost not substantially greater than the cost of the mortgage insurance previously in effect. If there is an alternate mortgage insurance applicant to Lender, the alternate applicant shall be required to provide a mortgage insurance policy. Borrower shall pay to Lender each month a sum equal to the cost of the mortgage insurance previously being paid by Borrower when the mortgage insurance applicant is named to be the alternate applicant. The alternate applicant shall provide a new reserve account if the mortgage insurance alternate payments may be required by the applicant to Lender. If the mortgage insurance coverage on 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 to provide a loan coverage and the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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, due but uncollected, with any conditional lien or other taking of any part of the Property, or for condemnation or other takings, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied: (a) the same secured by the Security Instrument, whether or not then due, with any excess paid to Borrower; or (b) 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 the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the same secured by the 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 condonor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within ten 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 to postpone the due date of the monthly payments referred to in paragraphs 4 and 5 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 the Security Instrument granted by Lender for any reason or 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 surety or guarantor or to reduce the time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any default made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in enforcing 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 11. Borrower covenants and agrees with Lender that any Borrower who co-signs this Security Instrument but does not execute the Note for or assign this Security Instrument and/or mortgage grant as to any part of the Property under the terms of this Security Instrument shall not personally obligate Lender by 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 accommodation with respect to the terms of the Security Instrument of the Note without that Borrower's consent.

13. Loan Charges. If the laws enacted by the State of California and all other laws which affect mortgages, loan charges, and that law is finally interpreted so that the interest or other loan charges permitted by the law before enactment is with their amount the permitted limit, then (a) any law which would reduce the amount of the charges permitted by the law before enactment, the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits shall be returned to Borrower, unless Borrower agrees in writing to make the refund by reducing the principal owed under the Note or by making a three percent (3%) credit to Borrower. If a refund includes principal, the reduction will be treated as a partial prepayment without any prepayment charge and will be applied to the principal.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the Borrower at the last state mail address applicable law requires, or at any other address designated by the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to the address designated by the Property Address 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 the law of the State of California and the law of the jurisdiction where the Property is located. It is the intent that any provision of this Security Instrument of the Lender shall, with applicable law, survive and shall not affect the provisions of this Security Instrument or the Note, which shall have given effect without this concluding provision. To the extent the provisions of this Security Instrument or the Note are held to be unenforceable, they shall be severed.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If 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:

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person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of the 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 exercise 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 the Security Instrument discontinued at any time prior to the notice of sale, if that 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 the entry of a judgment enforcing this Security Instrument. These conditions are that Borrower has paid all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, there has been default of any other covenants or agreements, as payment of expenses incurred in enforcing 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 the 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 and in full force and effect, 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 and 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 removal of any Hazardous Substance on or in the Property. Borrower shall not discharge or allow anyone else to discharge anything polluting the Property that is in violation of any Environmental Law. The provisions of this section shall not apply to the presence, use, disposal or the Property of such quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential use, and for 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" means the substances defined in Title 40 of Hazardous Substances by Environmental Law, and the following substances: gas, oil, petroleum, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos, lead, radon, mercury, and radioactive material. 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.

NOTE: UNOFFICIAL COPY. If you are an attorney, please contact your local and a prior version.

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 deliver this Security Instrument without charge to Borrower. Borrower shall pay any fees or other costs.

23. Waivers of Homestead. Borrower waives all right of homestead existing in the Property.

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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 riders were a part of this Security Instrument.

(Check applicable boxes)

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> 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.

Signed, sealed and delivered in the presence of

[Signature]
MICHAEL J. PIERCE (Seal) Borrower

Social Security Number 511-64-5588

[Signature]
LAURA L. PIERCE (Seal) Borrower

Social Security Number 314-80-1513

(Seal) Borrower

Social Security Number

(Seal) Borrower

Social Security Number

LAKE County ss:

a Notary Public in and for said county and state do hereby certify

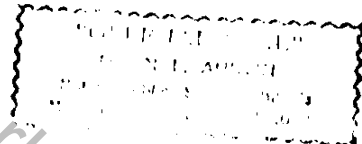
STATE OF ILLINOIS

that Dawn K Austin personally known to me to be the same person whose name(s) subscribed to the foregoing instrument, appears to be the same person who signed and delivered the said instrument as tho and voluntarily and for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of March, 1998.

My commission expires 2/10/93

[Signature]
Notary Public



This instrument was prepared by

WILLIAM H. HARRIS, JR.
ATTORNEY AT LAW
CHICAGO, ILLINOIS

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