

PREPARED BY:
ROBERT D. PESAVENTO
MERRILLVILLE, IN 46410

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92240364

RECORD AND RETURN TO:

92240364

SECURITY FEDERAL BANK, a F.S.B.
4518 INDIANAPOLIS BOULEVARD
EAST CHICAGO, INDIANA 46312

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 2, 1992

The mortgagor is

MORTON WALLACE, DIVORCED, NOT SINCE REMARRIED
AND ROSE MARIE CLARK, DIVORCED, NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to
SECURITY FEDERAL BANK, a F.S.B.

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#1823 G *-92-240364
COOK COUNTY RECORDER

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 4518 INDIANAPOLIS BOULEVARD EAST CHICAGO, INDIANA 46312 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 127,550.00).

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 APRIL 1, 2007

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 COOK

County, Illinois:
LOT 117 IN GREENWOOD ESTATES, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 1, 1958 AS DOCUMENT NUMBER 1809899.

92240364

09-23-323-017
VOLUME 92

which has the address of 8435 NORMAL STREET, NILES
Illinois 60648
Zip Code

Street, City .

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -6R(IL) (8101)

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DPS 1089

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Initials:

3150
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BORROWER'S SIGNATURE

3354/36 DPS 1080

more of the actions set forth above within 10 days of the giving of notice.

Security Instrument, Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien or take other action to prevent the payment of the lien in a manner acceptable to the Lender's subordinating the lien to the Lender's security instrument, if Lender determines that any part of the property is subject to a lien which may retain priority over this Security Instrument. If Lender determines that any part of the property is subject to a lien which may retain priority over the Lender's security instrument, the holder of the lien in any agreement satisfactory to Lender's subordinating the lien to the Lender's security instrument, or (c) secures from the holder of the lien an assignment satisfactory to Lender's subordinating the lien to the Lender's security instrument, or (d) consents in good faith to the Lender's option to prevent the payment of the lien in a manner acceptable to the Lender; (e) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to the Lender; (f) agrees in writing to the payment of the lien in a manner acceptable to the Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay all charges, taxes, assessments, charges, fines and impositions attachable to the property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any payment of charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

of the property, shall apply any funds held by Lender at the time of acquisition or sale as credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the property, Lender prior to the acquisition or sale for the excess Funds in accordance with the requirements of applicable law, if the funds held by Lender shall pay to Lender any sum necessary to make up the deficiency in no more than twelve months, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any sum paid by Lender to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall not be required to pay the Escrow items unless Lender has not received payment of the funds held by Lender at any time for the excess Funds in accordance with the requirements of applicable law, if the funds held by Lender shall pay to Lender any sum necessary to make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each charge, an unusual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each without regard to the Escrow items and applicable law requires interest to be paid to Borrower only in escrow accounts, or

applicable law requires interest to be paid, Lender shall pay to Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless and agreement is made or

a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender interest under the Escrow account, or

Escrow items, Lender may not charge borrower for holding and applying the Funds, usually analyzing the escrow account, or Escrow items, Lender, if Lender is signs in institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, unless Lender holds Funds in a depository in a federal agency, instrumentality, or entity

Escrow items or otherwise in a depository with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future lesser amount, it is, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgagor can, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

if any! (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments and assessments which may attach priority over this Security Instrument as a lien on the property; (a) yearly taxes

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"). For; (a) yearly

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

UNIFORM COVENANTS. Borrower and Lender covenant as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the property is unencumbered, except for encumbrances of record. Borrower warrants grant and convey the property and that the property is hereby conveyed and has the right to mortgagage.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagage.

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, 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 rights 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 sums secured by this Security Instrument, whether or not then due, with any excess 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 payments referred to in paragraphs 1 and 2 or change the amount of 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 requisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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- payments may no longer be required, at the option of Lender, if mortgagage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay insurance ends in accordance with any written mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance is met immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument in connection with the taking of the Property. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument 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 condemner offers to make an award or settle a claim, or 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 Relieved; Forcible Sale by Lender Not a Waiver. Extension of the time for payment of principal or security instruments secured by the original Borrower's successors in interest shall not be released the liability of the Lender to the holder of the instrument granted by the Security instrument by reason of any right of 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 law.
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 exceeds the permitted limits, then: (a) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed a charge permitted to Borrower, if a refund reduces principal, the reduction will be treated as a partial repayment under the Note.
- Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Any other address Borrower designates by notice to Lender. Any notice provided for in this Note or any other address unless applicable law requires Lender to deliver notice to Borrower. Any notice given to Lender shall be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared void in the event that the Property is located, in the event that any provision of this Security instrument or the Note which can be construed as contrary to the conflicting provision, such conflict shall not affect other provisions of this Security instrument or the Note.
14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery, mailing it or by mailing by first class mail unless applicable law requires 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 of this Security instrument or the Note is held to be invalid, to be severable.
16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security instrument.

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23. Whether or not Homestead, Borrower shall pay full right of homestead exemption in the Property.

22. Residence. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, except if he fails to pay any acceleration costs.

21. Indemnity; but not limited to, reasonable attorney fees and costs of title evidence.

proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judgment or before due date specified in the notice, Lender, at his option, may require immediate payment in full of all sums or non-existent or a default or any other deficiency of Borrower to acceleration and foreclosure. If the default is not cured on judgment Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the security by this Security Instrument, foreclosure by judgment resulting from sale of the Property. The notice shall further secure to cure the default on or before the date specified in the notice to Borrower, by which time deferral must be cured and (d) until further notice is given to Borrower, by whom it may result in acceleration of the sums (e) a date, not less than 30 days from the date the notice is given to Borrower, by whom it may result in acceleration of the deferral unless applicable law provides otherwise). The notice shall specify: (a) the deferrals (b) the action required to cure the deferral of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless of any acceleration, Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

relative to health, safety or environmental protection.

this Paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following subsections: gasoline, kerosene, other flammable or toxic petroleum products, toxic As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance resulting from any Borrower's acts or omissions, or a violation of any Environmental Law and any government authority, Borrower shall promptly take of which Borrower has actual knowledge. If Borrower learns, or is notified by any government authority, that Borrower shall provide any regulatory agency or private party involved in the Property and any Hazardous Substance or Environmental Law responsible for such violation to mitigate such violation by any necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action taken against the Property that is in violation of any Environmental Law and to mitigate the same to the satisfaction of the Lender.

Hazardous Substances on or in the Property, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances in accordance with laws and regulations affecting the use of normal storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

or more changes of the Loan Service, unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be as the "Loan Service" that collects monthly payments due under the Note and this Security Instrument. There also may be one instrument may be sold or more times without notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service") that collects monthly payments due under the Note and this Security Instrument. The notice will also information required by applicable law.

19. Sale of Note. Change of Loan Service. The Note or a partial interest in the Note (together with this Security not apply in the case of a partial interest under Paragraph 17.

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remitate shall this Security instrument shall continue unchanged. Upon remittance by Borrower, this Security Instrument and the that the loan of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure success any default of any other covenants or agreements, (e) pays all expenses incurred in enforcing this Security Instrument, Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) Security instrument, or (b) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower: (a) pays applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security instrument disclosed in any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Remit. If Borrower meets certain conditions, Borrower shall have the right to have permitted by this Security instrument without further notice or demand on Borrower.

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies less, than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not of this Security instrument.

Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witness

MORTON WALLACE

(Seal)

Borrower

Witness

ROSE MARIE CLARK

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County ss:

I, UNDERSIGNED,
county and state do hereby certify that

, a Notary Public in and for said

MORTON WALLACE, DIVORCED, NOT SINCE REMARRIED AND
ROSE MARIE CLARK, DIVORCED, NOT SINCE REMARRIED

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

Given under my hand and official seal, this 2ND day of MARCH 1992

My Commission Expires:

"OFFICIAL SEAL"
Kathleen Koleske
Notary Public, State of Illinois
Commission Expires 1/31/98