

# UNOFFICIAL COPY

PREPARED BY AND MAIL TO: **LOAN # 1724975 6 92264964**

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

**92264964**

[Space Above This Line For Recording Data]

## MORTGAGE

**MAIL TO  
BOX 283**

THIS MORTGAGE ("Security Instrument") is given on **APRIL 13th, 1992**. The mortgagor is

**ROBERT S. FRANZEN and  
LEONIE M. Gilmore , HUSBAND AND WIFE**

**LESLEY [Signature] ,** hereinafter referred to as "Borrower" ("Borrower"). This Security Instrument is given to **FIRST CHICAGO BANK OF OAK PARK**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **1048 WEST LAKE STREET**, **OAK PARK, IL 60301** (Lender). Borrower owes Lender the principal sum of

**ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED & 00/100 Dollars (U.S. \$ 114,400.00)**

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 **MAY 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 TAX ID #: 16-07-205-017 VOL. NO.: 141 COOK County, Illinois:

**LOT 16 (EXCEPT THE NORTH 16-2/3 FEET THEREOF) IN BLOCK 7 IN VILLAGE OF RIDGELAND BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF SECTION 7 AND ALSO THE NORTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

which has the address of **409 N. RIDGELAND AVE.** **OAK PARK** [Street, City],  
**Illinois** **60302** ("Property Address");

**[Address] [City] [State] [Zip Code]**

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

**MM-BR(IL) (9105) 1724975**

VMP/MORTGAGE FORMS - (313)293-8100 - (800)521-7291

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Amended 5/91

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INITIALS



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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 this lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defers payment of the legal proceedings which in the Lender's opinion operate to prevent the encroachment of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender to subordinate all or more than one of his other liens.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, liens and impositions, including property taxes, which may attach priority over this Security Instrument, and reasonable payments of ground rents, if any; Borrower shall pay these obligations in the manner provided in paragraph 2, or if it has paid in this manner, Borrower shall furnish to Lender prompty upon receipt of evidence of payment.

**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.

Property, shall apply any Funds held by Lennder at the time of acquisition or sale as a credit against the sums secured by this Agreement, if, under paragraph 21, Lennder shall acquire or sell the Property, Lennder, prior to the acquisition or sale of the Property, shall apply any Funds held by Lennder at the time of acquisition or sale as a credit against the 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 which Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency, Lender may do so in such manner as Lender deems appropriate.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in 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 verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable fees 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 permits Lender to make such a charge. Moreover, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in calculating interest due on the Funds and applicable fees such a charge. Lender may agree to waive interest on the Funds and applicable fees for a period of time specified in the Note. Lender may agree to waive all sums secured by this Security instrument. The Funds were annually accounted for in writing, however, that interest shall be paid on the Funds and debits to the Funds as 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.

2. Funds for Taxes and Insurance. Subject to application of 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 ("Funds") for (a) yearly taxes and assessments which may accrue prior to the Note, until the Note is paid in full, a sum ("Funds") for (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 no-coverage 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 "Fees or Expenses". 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, Borrower's escrow account under the Federal Residential Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq., ("RESPA"), unless otherwise law shall applies to the Funds less 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 otherwise the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise.

I. 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.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions which limited will extend generally the use to the project, agrees in all contracts and demands, subject to any encumbrances or record.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

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

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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 acquisition 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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be severable. 15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Project is located. In the event that any provision of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

16. Notices. Any notice to Borrower or Lender which can be given in writing or by telephone or by facsimile or by mail to Lender's address stated herein or any other address designated 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.

17. Borrower's Right to Cure. If any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower.

18. Security instrument. Any notice to Lender by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address by first class mail unless applicable law requires use of another method. The notice shall be given by delivery or by mailing it under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower's account in the amount necessary to reduce the charge to Lender. 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.

19. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to comply with the law and that law is finally interpreted so that the interest or other loan charge is subject to a law which sets maximum loan charges, (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower, and (c) agrees that Lender and any other Borrower may agree to extend, modify, restructure or make any accommodations with regard to the terms of this Security instrument or the Note without Lender's consent.

20. 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 the Note. Any corporation by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

21. Borrower Note Released; Borrower Note Waiver. Extension of the time for payment 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 amend the Note to reflect the change in the amount of such payments.

22. Successors and Assigns in Writing; Any application of proceeds to principal shall not extend or postpone by this Security instrument whether or not the date due.

23. Security instrument shall be reduced by the amount of principal otherwise payable before the date due.

24. Condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

25. Cancellation. The proceeds of any award or claim for damages, direct or consequential, in connection with any insurance or other cause to the date of or prior to an inspection specifically reasonable cause for the inspection.

26. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

27. Premiums required to maintain mortgage insurance coverage available and is obtained. Borrower shall pay the premium.

28. Payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- without charge to Borrower. Borrower shall pay any recording costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to reasonable attorney fees and costs of the evidence.
- shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this of a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured or before the Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure procedure the non-existence by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform that failure to cure the default on or before the date specified in the notice to Borrower, by which the default must be cured; and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (c) applicable law provides otherwise). The notice shall specify: (a) the defaults; (b) the action required to cure the default; (c) any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless any provision of paragraph 20, "Environmental Law and Substances" set forth in the notice specifies otherwise).

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

- 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 relate pests and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following substances: gasoline, ketones, 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 necessary remedial actions in accordance with Environmental Law.
- of which Borrower has actual knowledge. If Borrower knows of any violation of any government Substance or Environmental Law removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all Borrower of a regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law violation of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses that is in violation of any Environmental Law, the preceding two sentences shall not apply to the property affecting the Property Hazardous Substances on or in the Property. Borrower shall cause of any trespass, claim, demand, lawsuit or other action by any Borrower shall promptly give Lender written notice of any trespass, claim, demand, lawsuit or other action by any and to maintenance of the Property.
- and to maintenance of the Property.
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any In substance may be used one or more times without prior notice to Borrower. A sale may result in a change in the entity (owner of the "Lessor Servicer"), and/or changes monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the "Lessor Servicer," due to changes in the address of the Lessor Servicer. The note will also contain any other information required by law.
19. Sale of Note. Lender or a party interested in the Note (whether with this Security Lender shall receive a copy of the Note and the address to which payments should be made. The notice will also contain any other address of the Lessor Servicer and the address to which payments should be made. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- hereby shall retain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured Securitry Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument to Lender may reasonably require to assume that the Lessor Servicer, Borrower will be not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assume that the Lessor Servicer, Borrower will be liable for any sums which were due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays Lender all sums which were due under this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument, including, but default of any other covenants contained in any agreement, (e) pays all expenses incurred by Lender in enforcing this Security instrument to a judgment enforceable by this Security Instrument. Those conditions are that Borrower: (a) pays Lender all applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument or any time subsequent to any time certain conditions, Borrower shall have the right to have acceleration of this Security instrument to any time certain prior to the earlier of (a) 5 days (or such other period as agreed between Lender and Borrower) or (b) entry of a judgment enforceable by this Security Instrument.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have by this Security Instrument without further notice or demand on Borrower.
- Instrument if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this Security by this instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument. Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument sold or transferred (or if a beneficial interest in Borrower is sold or transferred, and Borrower is not a natural person) within 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument sold or transferred (or if a beneficial interest in Borrower is sold or transferred, and Borrower is not a natural person) within 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

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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

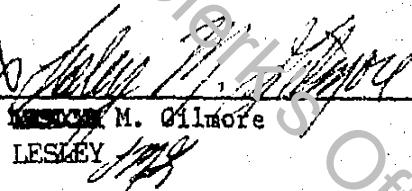
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

  
ROBERT S. FRANZEN

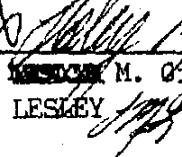
(Seal)

-Borrower

  
LESLEY M. GILMORE  
LESLEY

(Seal)

-Borrower

  
(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS, COOK

County ss:

I, THE UNDERSIGNED

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

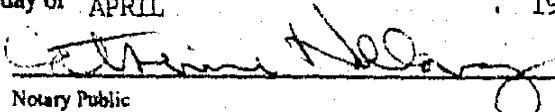
ROBERT S. FRANZEN AND LESLEY M. GILMORE, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s) ARE  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T he Y  
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

13TH day of APRIL

1992

My Commission Expires: 9/11/93

  
Notary Public

This Instrument was prepared by:

JENNIFER DEMIRO

 RECORD AND RETURN TO: Page 8 of 8  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

" OFFICIAL SEAL "  
CATHERINE HOLLOWAY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/11/93

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