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# UNOFFICIAL COPY

FIRST NATIONAL BANK OF EVERGREEN PARK  
3101 WEST 95TH STREET  
EVERGREEN PARK, ILLINOIS 60642

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THIS INSTRUMENT PREPARED BY:  
CENTRAL MORTGAGE PROCESSING UNIT  
2 FIRST NATIONAL BANK OF EVERGREEN PARK  
3101 WEST 95TH STREET  
EVERGREEN PARK, ILLINOIS 60642

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 15TH, 1992.  
The mortgagor is CHRIST A. WEIST and DONNA M. WEIST, HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to  
FIRST NATIONAL BANK OF EVERGREEN PARK,  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is  
3101 W. 95TH STREET, EVERGREEN PARK, ILLINOIS 60642.

("Lender"). Borrower owes Lender the principal sum of  
FIFTY-ONE THOUSAND THREE HUNDRED AND NO/100\*\*\*\*\* Dollars (U.S. \$ 51,300.00). 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 15, 2002. 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 19 IN BLOCK 21 IN ROBERT BARTELL'S 95TH STREET HOME SITES (FIRST ADDITION) SUBDIVISION IN THE NORTHWEST 1/4 (EXCEPT THE 500TH 17 FEET OF THE NORTH 50 FEET THEREOF CONVEYED FOR THE HIGHWAY) IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PT# 24 07-116-011-0000

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SACREMENTS

which has the address of 6850 WEST 95TH PLACE  
[Street]

OAK LAWN [City]

Illinois 60453 [Zip Code] ("Property Address");

ACCT # 192806

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876 (9012)

Form 3014 9/90 (page 1 of 6 pages)

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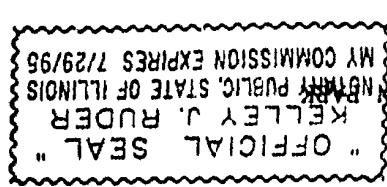
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BOX 15

# UNOFFICIAL COPY

Form 3014 9/90 (page 6 of 6 pages)

ACCOUNT #192806



DELIVER TO:  
CENTRAL MORTGAGE PROCESSING UNIT  
"OFFICIAL SEAL"  
FOR EVERGREEN BANK  
KELLEY J. RUDEK  
3101 WEST 95TH STREET  
EVERGREEN PARK, ILLINOIS 60642  
MY COMMISSION EXPIRES 7/29/96

(Address)

(Name)

This instrument was prepared by \_\_\_\_\_

Notary Public

My Commission expires:

Given under my hand and official seal, this 15th day of APRIL, 1992

forth,

and delivered the said instrument as THEIR free and voluntary act for the uses and purposes herein 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 person(s) whose name(s) ARE

do hereby certify that CHRIST A. WEIST AND DONNA M. WEIST, HUSBAND AND WIFE,

, a Notary Public in and for said county and state,

Cook County ss:

STATE OF ILLINOIS.

CHRIST A. WEIST  
Social Security Number 346-26-3021  
(Seal)  
DONNA M. WEIST  
Social Security Number 350-28-5911  
(Seal)  
Borrower

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: [specify]

- Adjustable Rate Rider  Condominium Rider  1-4 Family Rider   
Graduated Payment Rider  Planned Unit Development Rider  Biweekly Payment Rider   
Rate Improvement Rider  Second Home Rider   
Balloon Rider

Check applicable box(es)

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.

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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 ("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 expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, 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, unless 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 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 21, 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 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, 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: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may 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 giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, 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 3014 9/90 (page 5 of 6 pages)

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Property  
Borrower

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property instrument without charge to Borrower. Lender shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.

Instrument without charge to Borrower. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided by judicial proceeding. Lender shall further inform Borrower of the right to reinstate after acceleration of this Security instrument by full or all sums secured by this Security instrument without further demand and may require immediate payment default is not cured on or before the date specified in the notice, Lender at his option may require to accelerate payment proceeding the non-existence of a default or any other defense of Borrower to acceleration and force sale of the property. If the sums secured by this Security instrument by judicial proceeding and sale of the property, The notice shall further inform Borrower of the right to reinstate after acceleration and sale of the property. The notice provided: and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of 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; (b) the action required to cure the default (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date; (b) the action required to cure the breach of any covenant or agreement in this Security instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument); (c) the date of acceleration under paragraph 17; (d) the date of acceleration under paragraph 20.

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

that relate to health, safety or environmental protection used in this paragraph 20. Environmental laws and laws of the jurisdiction where the Property is located used in this paragraph 20. Environmental laws and laws of the jurisdiction where the Property is located pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, oil, paint thinner, paint, petroleum products, toxic substances and hazardous wastes.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by authority, that any removal or other remedial action in accordance with Environmental Law.

Borrower promptly take all necessary remedial actions in accordance with Environmental Law.

Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government of regulatory agency or private party involving the Property and any Hazardous Substances defined as toxic or hazardous substances on or in the Property, Borrower shall give written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substances defined as toxic or hazardous substances on or in the Property.

residential users and/or inhabitants of the Property.

Property on the Premises of small quantities of Hazardous Substances that are generally recognized to be inappropriate to normal storage on a violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or Hazards Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Hazards Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any also contains any other information required by applicable law.

will save the name and address of the new Loan Servicer and the address to which payments should be made. The notice Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. 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, (known as the "Loan Servicer"), that collects monthly payments due under the Note and this Security instrument, there also instrument may be sold out of more than notice to Borrower. A sale may result in a change in the entity that controls the Note or a partial interest in the Note (together with this Security instrument and the original instrument) may be sold out of more than notice to Borrower. The Note or a partial interest in the Note (together with this Security instrument) before sale of the Property under paragraph 17.

right to reinstate shall not apply in the case of acceleration under paragraph 17.

Instrument and the obligations secured hereby shall continue until effective as if no acceleration had occurred. However, this sum secured by this Security instrument shall continue unchanged. Upon reacceleration by Borrower, this Security instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assure that the loan of this Security instrument is paid in full or to pay the instrument, including, but not limited to, reasonable attorney fees, and (c) pays all expenses incurred in enforcing this Security instrument, (b) cures any default of any other covenant or agreement in the Note (together with this Security instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assure that the loan of this Security instrument is paid in full or to pay the instrument, including, but not limited to, reasonable attorney fees, and (c) pays all expenses incurred in enforcing this Security instrument, (b) cures any default of any other covenant or agreement in the Note as if no acceleration had occurred; (a) pays all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower: (a) applies to reinstate the Note before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower:



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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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this 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 condemnor offers to make an award or settle a claim for 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 Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor 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 successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay 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 accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**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 exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein 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 federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions 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. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**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 sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date 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 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 invoke 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 this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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