

# UNOFFICIAL COPY

92316242

LOAN # 8601801

PREPARED BY AND MAILED TO:

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

BOX 327

COOK COUNTY, ILLINOIS

1992 MAY -3 PM 2:20

92316242

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 23rd, 1992

. The mortgagor is

LIONEL H. WOOD and  
MARY M. McDONOUGH, NOW KNOWN AS  
MARY K. McDONOUGH WOOD, HUSBAND AND WIFE  
("Borrower"). This Security Instrument is given to  
AMERICAN NATIONAL BANK OF LANSINGwhich is organized and existing under the laws of  
address is 3115 RIDGE ROAD

THE UNITED STATES OF AMERICA

, and whose

LANSING, ILLINOIS 60438  
SIXTY EIGHT THOUSAND FIVE HUNDRED & 00/100

( "Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 68,500.00 ).

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, 2022. 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 #: 32-05-221-014 VOLUME 009 COOK County, Illinois:

LOT 117 IN GLENWOOD ESTATES UNIT NUMBER 2, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

92316242

which has the address of 1043 WISCONSIN STREET  
Illinois 60425 ("Property Address");  
(Zip Code)

GLENWOOD

ILLINOIS - Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP-OR(IL) (0106) 8601801

VMP MORTGAGE FORMS • (312)300-0100 • (800)821-7201

Page 1 of 8

Form 3014 9/90  
Amended 6/91Initials: *[Signature]*

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Form 301A 0/90

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NMP-BR(1L) (0109)

Barrosover shall possess amply disciplinary authority over the whole Security Institution and unless Barrosover (ii) neglects in writing to the chairman of the disciplinary committee by the time in a manner acceptable to the chairman (iii) commits a gross fault in his office or (iv) is guilty of conduct unbecoming of his position.

1 and 2 shall be applied; first, to any preparatory claim(s) 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.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2 or 4 of this Agreement shall be applied

monetary payments, in either a 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 under paragraph 21, unless such funds are used to settle the Property, Lender, prior to the acquisition or sale as a credit against the sum secured by this Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by this Property.

If the Funds held by Leander exceed the amount permitted to be held by applicable law, Leander shall accounit to Borrower for the excess held by Leander to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following the time necessary to pay the deficiency.

Barrower may agree to be paid, Lender shall not be required to pay Barrower any interest or earnings on the principal, nor require Barrower to pay any interest or fees if Barrower fails to pay the principal when due.

otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Prepayment; 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.

THIS SECTION IS FOR CANDIDATES WHO ARE NOT IN THE UNIFORM SECURITY GROUP. THIS SECTION IS FOR CANDIDATES WHO ARE IN THE UNIFORM SECURITY GROUP.

BONDING WITH THE GOVERNMENT'S TEAM. BONDSHIP IS A MANDATORY REQUIREMENT FOR THE PROPERTY OWNER TO SECURE THE INSTRUMENT COMBINATIONS FOR THE INDIVIDUAL USE AND NON-INDIVIDUAL COMBINATIONS WHICH INCLUDES THE SECURITY AGREEMENTS WHICH ARE SUBJECT TO ANY ENCUMBRANCES OF RECORD.

**100% TURBINE** While the hydrokinetic turbines have the mechanical characteristics now available, the hydrokinetic turbines have the mechanical characteristics now available and can convert all the kinetic energy available into electrical energy.

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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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13. 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 given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

Instructions shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

under die Note.

**12. Security Instruments and Accessories** shall bind and benefit the successors and assigns of the parties hereto and their heirs, executors, administrators and assigns, and shall be construed as part of this Agreement.

11. Borrower Not Relieved; Forbearance by Lender Not Available. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower if Borrower's failure to extend the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower or any other party to whom Borrower has assigned or transferred its obligations under this Security Instrument results in a material reduction in the amount of principal or interest payable by Borrower to Lender.

Legislative leader and former mayor of Worcester, George W. Warren, had been instrumental in procuring the legislation that established the city's first public library.

If the Property is sold by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of sole a remedy for damage to Borrower's title to respond to Lender's demand for restoration or repair of the Property or to the same secured by this Security Instrument whether or not then due.

bottomwater and bottomwater, the clockwise gyre in wintering grounds subsides into a deep, quiescent water layer, which remains well mixed throughout its depth.

the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied in the same manner as provided by this Security Instrument, except the power to Lender.

(10) Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for convenience in lieu of condemnation, are hereby assigned and

9. Inspection. Leander or his agent may make reasonable inspections upon and inspections of the Property. Leander shall give Borrower notice at the time of or prior to his inspection specifying reasonable cause for the inspection.

payments may no longer be required, at the option of Landor, if mortgagor fails to make payment when due, or if there is a default in the performance of any of the covenants contained in the mortgage.

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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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to insure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer correlated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to 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 advised 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" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (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 release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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MIDWEST MOTORAGE SERVICES, INC.  
1901 SOUTH MARYERS ROAD, SUITE 800  
AKARROOK TERRACE, IL 60181

D 10 U 80 RG

Digitized by srujanika@gmail.com

REGULATED AND RETURN TO

MOLLY LIPPI

#### My Communication Expressions

(1) Person(s) known to me to be the same person(s) without a name(s)  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
signed and delivered the said instrument as **THEFTR** free and voluntarily act, for the uses and purposes herein set forth.  
Given under my hand and official seal, this 23rd, day of April, 1992.

LIONEL H. WOOD AND MARY L. McDONOUGH WOOD  
CAROL V. RINGNEDUS, a Notary Public in and for said county and state do hereby certify that

COOK COUNTRY

STATE OF ILLINOIS

LIONEL H. WOOD AND MARY K. McDONOUGH MOON

W. B. Clegg

V. RINCINOS

—(Secal)

—(Scal) Lower

**L700P2 H. MOOD** -Hilfswasser  
**(Scall)**

**L700P2 H. M. K. A.** -Hilfswasser  
**(Scall)**

Message

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

- Adujustable Rate Rider  
 1-4 Family Rider  
 Conditional Minimum Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider  
 Second Home Rider  
 Specified Rider  
 Rate Improvement Rider  
 Planmed Unit Development Rider  
 Biweekly Payment Rider

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

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## FIXED/ADJUSTABLE RATE RIDER

(10 Year Treasury Index-Rate Cap)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 23rd day of APRIL 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

AMERICAN NATIONAL BANK OF LANSING  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1043 WISCONSIN STREET GLENWOOD, ILLINOIS 60425

[Property Address]

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of 8.500 %. The Note provides for a change in the initial fixed rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change on the first day of MAY 1997 which is called the "Change Date."

**(B) The Index**

THE INITIAL INDEX VALUE FOR THIS LOAN IS 7.490% *J.H.W./J.L.* MMW

At the Change Date, my interest rate will be based on an index. The "index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Change**

Before the Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND ONE-HALF percentage point(s) ( 2.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Change**

The interest rate I am required to pay at the Change Date will not be greater than 14.500 %, which is called the "Maximum Rate".

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**(E) Effective Date of Change**

My new Interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date.

**(F) Notice of Change**

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

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