

PREPARED BY:
JUDY LATOZA
NORTHBROOK, IL 60062

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RECORD AND RETURN TO:

420-71563

UNITED MORTGAGE SERVICE, INC.
3000 WEST DUNDEE ROAD-SUITE 318
NORTHBROOK, ILLINOIS 60062

(Space Above This Line for Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 14, 1992
ROSS S. DWORMAN
AND DEBORAH J. DWORMAN, HUSBAND AND WIFE

The mortgagor is

(*Borrower"). This Security Instrument is given to
UNITED MORTGAGE SERVICE, INC.

DEPT-01 RECORDING	\$31.50
T86666 TRAN 1491 05/26/92 16100100	
45513 # 4-92-371563	
COOK COUNTY RECORDER	

which is organized and existing under the laws of THE STATE OF ILLINOIS
address: 3000 WEST DUNDEE ROAD-SUITE 318
NORTHBROOK, ILLINOIS 60062
TWO HUNDRED TWO THOUSAND
AND 00/100

and where

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 JUNE 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 COOK

County, Illinois:
LOT 24 AND THE NORTH 5-1/2 OF LOT 23 IN BLOCK 3 OF HERRICK AND DUNLOP'S SUBDIVISION OF LOTS 12 TO 17 INCLUSIVE GEORGE SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTH WEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, (EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

16-07-324-001
16-07-324-002

which has the address of 402 SOUTH HOME, OAK PARK
Illinois 60302
Zip Code

Street, City,

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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 the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defers against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the acceleration of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender to release the lien to the Lender in full satisfaction of the debt due Lender.

4. Changes: Lessor, Borrower shall pay all taxes, assessments, charges, fees and impositions the lessor is liable to the Property which may affect property over this Security Instrument, and lessor shall pay expenses of removal ready, if necessary. Borrower shall pay those obligations in due manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay direct to the person named payment, Borrower shall pay directly to Lessor all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall provide Lessor to receive receipts evidencing the payments.

3. Application of Principles. 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.

Funds held by Lender, (ii), 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 same secured by open paymen

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law; if the amount of the Funds held by Leader at any time is not sufficient to pay the Escrow fees when due, Leader may do so by Borrower's instructions, and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following the date of Leader's sole discretion.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each deposit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

External letters of objection in accordance with applicable law.

2. **Funds for Taxes and Expenses.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day modify payments are due under the Note, until the Note is paid in full, a sum ("Funds") later and assessments which may then property over this Security Interest as a loan on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly rental of property interest payments; (d) yearly flood insurance premiums; or (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraphs 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes," "Lender fees," or "Expenses," as the case may be, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a Federally chartered savings bank, any trustee for Borrower's assignee under the Federal Home Loan Bank Board Act of 1934 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("FESPA"), unless another law that applies to the Funds sets a lesser amount, in any event, at any time, collect and hold Funds in an amount not to exceed the lesser amount, unless a lesser amount, in any event, at any time, collects and holds Funds on the basis of current data and reasonable estimates of expenditures of funds.

1. **Promotion of French and Indian Languages:** Preparation and Late Changes. Government shall properly pay wages due the principal of and interest on the debt evidenced by the Note and any promissory note late changes due the Note.

UNIFORM COVENANTS. Borrower and Lender acknowledge and agree as follows:

THIS SECURITY INSTRUMENT contains mutual covenants for mutual use and non-interference between the parties hereto.

Grant and convey the Property and that the Property is uncomplicated, except for any encumbrances of record. Borrower warrants and will defend perfectly the title to the Property against all claims and demands, subject to any encumbrances of record.

SORTOWER COVENANTS that Sortower is lawfully bound of the above before acknowledged and has the right to manage, lease or let 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 15 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 15-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, 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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Form 3044-030

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6. Customer's copy. Borrower shall be given one copy of the note and of this security instrument.

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Security instruments shall be deemed to have been given to another when given to that party:

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 conflicts with applicable law, such conflict shall not affect other provisions 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 given effect without the conflicting provision.

11. 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 to any other address Lender designates by notice to Borrower. Any notice provided for in this Agreement may be given by facsimile or electronic mail if the parties agree in writing to do so.

payment to Bottoware. If a refund reduces principal, the reduction will be treated as a partial payment toward any

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 implemented 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 the borrower.

Secondly, this security instrument, and (c) agrees and further and my attorney agree to have access to certain documents and information of the New York office of the New York State Securities Commission.

12. Security Instruments and Assurances; 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 and instruments shall be joint and several. Any Borrower who co-signs this Security Instrument has the right to require that the other Borrower(s) pay his or her share of the debts and obligations of the Borrowers under this Note.

exercised of any right of remedy. Any claimant or creditor in exercising any right of remedy shall not be a member of or preclude the associations in interest.

11. Borrower shall Represent, Forbearance By Lender Not a Waiver. Extension of the time for payment of principal or interest or of any other sum due under this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest or any successor in interest of Borrower's successors in interest for payment of otherwise modifiable amortization payments proceedings against any successor of Borrower or its successors in interest for release the liability of the original Borrower's successors in interest. Lender shall not be required to operate the business of the original Borrower's successors in interest if such operation would interfere with the business of Borrower's successors in interest.

Under and Dowerer, otherwise agree in writing, any application of proceeds to principal shall not exceed or
possess the due date of the monthly payments referred to in paragraphs 1 and 2 or charge the amount of such payments.

If the Property is repossessed by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of sette 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 sum used by this Security Instrument, whether or not then due.

In the event of a total lossage 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 full 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, the proceeds shall be applied to the sums secured by the Security instrument, 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 by the Security instrument, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be held in escrow until the date of the final accounting 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 by the Security instrument, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be held in escrow until the date of the final accounting 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 by the Security instrument.

condemnation of other lands of my part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

16. Consideration. The proceeds of any award or claim for damages, direct or consequential, in connection with any recoverable costs at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspectorate Leader of HS must make reasonable efforts upon and inspections of the Property. Leader shall give instructions to each member of his team to inspect certain parts of the Property.

payments may no longer be required, at the option of Lender, if mortgage instruments covering (in the amount and for the period

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• **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 for a beneficial interest in Borrower it 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 for 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 assure 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 Service. 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 unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or 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 notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" 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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Form 2015-030

Walter [Signature]

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MAY COMMISSIONER OF RECORDS
WILLIAM J. DOWD
NOTARY PUBLIC, STATE OF ILLINOIS
WANDA E. STEBANS
OFFICIAL SEAL

MAY COMMISSIONER OF RECORDS

Given under my hand and official seal this 14 day of
June and voluntary act, for the uses and purposes herein set forth.

and this day in person, and acknowledged that THEY signed and delivered the said instrument to THEIR
representative known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that THEY signed and delivered the said instrument, before

ROSS S. DOWMAN AND DEBORAH J. DOWMAN, HUSBAND AND WIFE
County and State of hereby certify that

• A Notary Public is and for said

LAWRENCE E. STEBANS

STATE OF ILLINOIS, COOK

County etc

Borrower

ROSS

Borrower

ROSS

Borrower

DEBORAH J. DOWMAN

Witness

Borrower

ROSS S. DOWMAN

Witness

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

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security Instrument and
and supplements the covenants and agreements of each such rider that is incorporated into and shall stand
with this Security Instrument. The covenants and agreements of each such rider shall be incorporated into and shall stand
with this Security Instrument. If one or more riders are executed by Borrower and recorded together
and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security
Instrument.

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> balloon Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) (specify)
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Graduate Payment Rider	<input type="checkbox"/> balloon Rider	<input type="checkbox"/> balloon Rider	<input type="checkbox"/> Other(s) (specify)	<input type="checkbox"/> Other(s) (specify)

(Check applicable boxes)

CHECK

Witness

CHECK