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4. Changes of Lessor. Borrower shall pay all taxes, assessments, charges, losses and implications arising out of the Property which may affect its Security interest, and lessened payments of ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on the date directly to the person owed payment. Borrower shall promptly furnish to Lessor all records of amounts to be paid under the partnerships, li-

I and 2 shall be appalled; first, to my preposterous charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any like charges due under the Note.

Society for Information Science and Technology

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds

to Leander the amount necessary to make up his deficiency. Moreover, since he had no deficiency in no more than twelve monthly payments, Leander's sole deduction.

U.S. Presidents held by Leaders exceed the amounts permitted to be held by any one individual.

means, leaders may not charge Borrower for holding and applying the Funds, unusually delaying the return of the return account, or overly limiting the exercise of collection powers 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 to communicate with the loan under applicable law. Moreover, unless applicable law permits Lender to make such a charge, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender to communicate with the loan under applicable law.

The Funds shall be held in an account which is accessible within 30 days.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Lenders on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") less than the amount which may then be held by Security Instrument as a lien on the Property; (a) yearly leasehold payments and assessments and (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 marginage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, Section 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 advance funds from time to time, if any, to the benefit of Funds due or the basis of current data and reasonable estimates of expenditures of future Escrow items or amounts of funds due.

1. Payment of Principal and Interest: Repayments shall promptly be made to the Note and my principal and interest under the Note.

**UNIFORM COVENANTS, BOUNDARY AND LENDER COVERAGE AND SECURE AS FOLLOWS:**

**THIS SECURITY INSTRUMENT** combines uniform coverages for standard and non-uniform coverages with limited

Grant and convey the Property and shall the Property be unencumbered, except for encumbrances of record. Borrower warrants to

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

TOCISHIEN WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Deed unless otherwise specifically provided.

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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 flood 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 Lexox, 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 those payments as a loss reserve in lieu of mortgage insurance. Loss reserve beginning January 1, 2000, consisting of cumulative premiums paid by Borrower plus interest thereon at the rate of 10% per annum, plus principal balance plus accrued attorney's fees, costs and expenses, and a minimum of \$100. Form 5000-5422  
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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 Property is located. In the event that any provision of this Security Instrument or the Note is declared to be ineffective without the conflicting provision. To the extent that any provision of this Security Instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be cured.

16. Assignment. Lender or his assignee may make assignments of any part of the Property, or for conveyance in lieu of condemnation, or in connection with any sale or transfer of the Property. Lender shall give

any other address Borrower 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 to Lender's paralegal.

17. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery to Borrower or 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 shall be given by first class mail to Lender's

address stated herein or any other address by notice to Borrower. Any notice provided for in this Security

Borrower, if a refund reduces principal, the reduction will be recalculated 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

permitted limit, and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower.

exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan

13. Loan Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

market any accommodation with regard to the terms of this Security Instrument or the Note without Borrower's consent.

14. Notes. Any notes to Borrower provided for in this Security Instrument shall be given by delivery to or by mailing under the Note.

15. Governing Law; Severability. This Security Instrument and any other agreement between Lender and Borrower may be modified, amended, or otherwise modified, provided that the Note is not modified, amended, or otherwise modified, or by any other agreement between Lender and Borrower.

16. Assignment. Lender or his assignee may make assignments of any part of the Property, or for conveyance in lieu of condemnation, or in connection with any sale or transfer of the Property. Lender shall give

any other address Borrower 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 to Lender's paralegal.

17. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery to Borrower or by delivery to

Securities and Assignments Board; Joint and Several Liability; Co-signer. The covenants and agreements of this

Instrument shall bind both Lender and Borrower, and their heirs, executors, administrators, successors and assigns, to the provisions of

Securities and Assignments Board; Joint and Several Liability; Co-signer. The covenants and agreements of this

Instrument shall bind both Lender and Borrower, and their heirs, executors, administrators, successors and assigns, to the provisions of

11. Borrower Not Released; Borrower as Lender's Note to a Waiver. Extension of the time for payment of

the due date of the monthly payments reflected in paragraph 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

by this Security Instrument, whether or not due.

is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the sums secured

award or settle a claim for damage, Borrower fails to respond to Lender within 30 days after the date the note is given, Lender

or the Property is held by Borrower, or if, after notice to Borrower that the conduct of Lender shall not be required to make an

sums secured by this Security Instrument whether or not the sums are then due.

Borrower and Lender otherwise agree in writing or unless otherwise provided, the proceeds shall be applied to the

Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, unless the market value of the

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

Security Instrument held by Lender before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless the taking is equal to or greater than the amount of the sums secured by this Security

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

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

Instrument or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

10. Covenants. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notes as the time of or prior to an application specifically reasonable cause for the impound.

9. Impound. Lender or his agent may make reasonable advances upon and impoundments of the Property. Lender shall give

impounds made in accordance with any written agreement between Borrower and Lender as applicable law.

payments may no longer be required, at the option of Lender, it may aggregate insurance coverage (in the amount and for the period

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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 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 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 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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BANC ONE MORTGAGE CORPORATION  
NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 6/15/95

ALVINA MARCHUK

DEBBIE L. DUNHAM  
OFFICIAL SEAL

NOTARY PUBLIC  
ILLINOIS

9/80

9/80

My Commission Expires: 6/15/95

Given under my hand and official seal this 19th day of May 1993  
Signed and delivered the said instrument as her free and voluntary act for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that is his  
personally known to me to be the same person(s) whose name(s)

MELINDA M. COOK, DIVORCED AND NOT SINCE REMARRIED  
1. THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that

County of:

COOK

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

MELINDA M. COOK

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, its covenants and agreements set forth in this Security Instrument as in the rider(s) were a part of this Security Instrument  
the covenants and agreements set forth in this Security Instrument as in the rider(s) shall be incorporated into this Security Instrument and supplemental  
(Check applicable box(es))  
 Adjustable Rate Rider  
 Condominium Rider  
 14 Family Rider  
 Standard Unit Development Rider  
 Biweekly Payment Rider  
 Rate Improvement Rider  
 Second Home Rider  
 Other(s) (Specify)

V.A. Rider  
 Balloon Rider  
 Graduated Payment Rider

25. Acknowledgment. I acknowledge and declare that I have read and understood the foregoing instrument and that I am signing it freely and voluntarily without any threats, promises, or inducements being made to me in connection therewith.