93470357

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Shies Unase lifts rue i ni saccialità nant
MORTGAGE
June 16.
THIS MORTGAGE ("Security Instrument") is given on
("Borrower"). This Security Instrument is given to
Standard Bank and Trust Company , which is organized and existing
under the laws of
Borrower owes Lender the principal sum of Mine Hundre Ninety Nine Thousand One Hundred Twenty.
and No/100 Dollars (U.S. \$.49.144.99). 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, it not
paid earlier, due and payable on
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 Borrawer's covenants and agreements under this Security Instrument
and the Note. For this purpose, Borrower does hereby mortgag; grant and convey to Lender the following described prop-
erty located in Cook
**/>*
Lot 45 in Prill's Hickory Hills Estate addition, a Subdivision of the North 1/2 of
LOT 45 IN FILL B RICKULY HILLS Escate addition, a condition of the North Range 12
the Southwest 1/4 of the Northwest 1/4 of Section 12, Journship 37 North, Range 12
East of the Third Principal Meridian, in Cook County 1111hois.
P.I.N. 23-12-103-004
Common Address: 7931 W. 97th Place, Hickory Hills, II., 60487-0 \$35.5
. T₹4444 TRAN 1282 06/21/93 13:21:00
. \$0979 \$ %-\93-470357
COOK COUNTY RECORDER
which has the address of 7931 W. 97th Place, Hickory Hills, [City]
Illinois
QQ AHQQ PH
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appulled acces,
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 seised 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

ILLINOIS—Single Family—Famile Mee/Freddle Mac UNIFORM INSTRUMENT

variations by jurisdiction to constitute a uniform security instrument covering real property.

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

Product 44713

1991 SAF Systems & Forms, Inc. Chicago, IL • 1-800-323-3000

** or this Security Instrument

6180 (base 2 of 6 puses) At06 mio3 * Lenders reasonable costs and expenses and to any

may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards,

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall dinating the lien to this Security Instrument, If Lender determines that any part of the Property is subject to a lien which prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender suborfaith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (1) contests in good

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) the payments.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish o Lender receipts evidencing on time directly to the person owed payment. Borrower shall promptly furnish to Lender all volices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in that maner, Borrower shall pay them Property which may attain priority over this Security Instrument, and leasehold paymen's or ground rents, if any. Borrower

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, tines and impositions attributable to the paragraph 2; third, londerest due; fourth, to principal due; and last, to any late clarges due under the Note.

paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Notel second, to amounts payable under

3. Application of Payments. Unless applicable law provides other vise, all payments received by Lender under

secured by this Security Instrument.

or sale of the Property, shall apply any Funds held by Lender at the title of acquisition or sale as a credit against the sums any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

no more than twelve monthly payments, at Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to that up the deficiency. Borrower shall make up the deficiency in any time is not sufficient to pay the Escrow Items when Jue, Lender may so notify Borrower in writing, and, in such case for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at If the Funds held by Lender exceed the amoning permitted to be held by applicable law, Lender shall account to Borrower

Instrument

for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security give to Borrower, without charge, an andual eccounting of the Funds, showing credits and debits to the Funds and the purpose on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall is made or applicable law requires in erest to be paid, Lender shall not be required to pay Borrower any interest or earnings tax reporting service used by Londer in connection with this loan, unless applicable law provides otherwise. Unless an agreement to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender pay the Escrow Items Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow (including Lender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

reasonable eminates of expenditures of future Escrow Items or otherwise in accordance with applicable lawamount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower leaschold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly pay to Lender on the day monthly payments are due under the Nete, until the Note is paid in full, a sum ("Funds") for:

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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

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 I order 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, 23 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; Barrower'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 exterior ang circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, all with 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 Lend r's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of he len 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 loun 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, Borroy or shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasthold 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 ails to perform the covenanta 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 enterce 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 or Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts sould be interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Horrower 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, from an alternate mortgage insurer approved by Lender. If substantially equivalent 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

UNOFFICIAL GOPSY (302)

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

USBan & Surt 1591-54, 60452

•	s S. Tongol , Standard Bank and Trust Co	
	Motary Public (SEAL)	My Commission Expires: 12-26-97 " OFFICIAL SEAL " CARMA PETERSON BAKER HOTARY PUBLIC, STATE OF ILLINOIS HOTARY PUBLIC, STATE OF ILLINOIS
	58 61 DIN OF 40 YAG 01/	MILNESS WX HVND VND OFFICIAL SEAL THIS
Pagba	The purposes and uses therein set forth, but the purposes and uses thereing the person of the person	do hereby certify that (1s/are) known or appeared before me and (1s/are) known or informed of the contents of the foregoing said instrument to be (his/her/their) fresaid instrument to be
'• ' Y		Space Below This Li
	MELISSA M. CUMMANE —Bortower	75
	DANIEL F. CUMMANE, SR. —Bortower Social Security Number	Witnesses:
		BY SIGNING BELOW, Borrower accepts and agrees and in any rider(s) executed by Borrower and recorded w
	iders	Example (specify) Additional Terms Ri
	provement Rider Second Home Rider	m Balloon Rider Bale Im
	Unit Development Rider Biweekly Payment Rider	Graduated Payment Rider Blanned
	ninium Rider 🔲 1—4 Family Rider	mobroo
		[Check applicable box(es)]

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





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.

REPORTED AND A SECOND CONTRIBUTION OF THE SECOND AND A SECOND CONTRIBUTION OF THE SECOND CONTRIBUTION

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") have 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 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. Borrowe 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 naw. 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 an 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 hazardous petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formatchyde, 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 is 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.XPHYMINIX THE INFORMATION OF THE PROPERTY OF THE PROPERTY

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, and lenders release deed fee.

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

UNOFFICIAL GOPSY (802)

Form 3014 8/90 (page 6 of 6 pages)

U.Dan & Surt 121, 60452

Bank and Trust Co.	is S. Tongol , Standard	his instrument was prepared by: Lil
(SEAL)	Notary Public	Commission Expires: 12-26-97 " OFFICIAL SEAL" CARMA PETERSON BAKER LISTARY PUBLIC, STATE OF ILLINOIS LISTARY PUBLIC,
EB 61	DAY OF JUNE	THESS MY HAND AND OFFICIAL SEAL THIS
on(s) who, being came, and chairs	r proved to me to be the pers ng inscrument, have executed ree and voluntary act and dee	UNITY OF COLLECTION OF CONTENTS OF The formed of the contents of the foregot to t
	finemphelwanksk tot enil i	ATE OF 160/1001
тэмотгой—	Social Security Number	C
(Scal) 12W0110W-	Social Security Number	C
(1900)	DANIEL F. CUMMANE, SR. Social Security Number MELISSA M. CUMMANE	EINT WOLDS BOOK This
(Seal)—Borrower	Social Security Number Social Security Number	Space Below This
(Seal)—Borrower	es to the terms and covenants contained in with it. DANIEL F. CUMMANE, SR. Social Security Number.	in any rider(s) executed by Borrower and recorded
(Seal)—Borrower	Riders es to the terms and covenants contained in with it. Social Security Number. Social Security Number.	A SiGNING BELOW, Borrower accepts and agree in any rider(s) executed by Borrower and recorded by
this Security Instrument (Seal) —Borrower	Improvement Rider Riders es to the terms and covenants contained in with it. DANIEL F. CUMMANE, SR. Social Security Number	Balloon Rider Balloon Rider Receify Additional Terms BY SIGNING BELOW, Borrower accepts and agrein any rider(s) executed by Borrower and recorded nesses:

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together



(For Security Instrument — Sign Last)

and is incorporated into and shall be deemed to amend and a	is June day of 16th 19 93 supplement the Mortgage, Deed of Trust, or Security Deed (the "Security same date given by the undersigned (the "Borrower") to secure BorTrust Company (the "Lender")
	Security Instrument and located at:
	ry Hills, Il., 60457 Property Address
ADDITIO	NAL COVENANTS
	security Agreement and any and all Riders attached thereto, Borrower and
	be based on an Index. That "Index" is
The most recent Index figure available as of the date 45 da	ays before each Change Date is called the "Current Index."
If the Index is no is age; available, the Note Holder will choowill give me notice or this change.	se a new index which is based on comparable information. The Note Holder
Before each Change Date, the Note Holder will calculate my note to the Current Index. The Note Polder will then round the a This rounded amount will be my low interest rate until the	new interest rate by adding 1.5 percentage points (1.5 %) result of this addition to the nearest 1/8th of one percentage point. c next Change Date.
I am expected to owe at the Change Date in full on the matu	onthly payment that would be sufficient to repay the unpaid principal that rity date at my new interest rate in substantially equal payments. The result chropolaries Railforderseascher and which was allowed the control of the contr
ment attached hereto shall be applied by Lender firet in payr	ed by Lender under the Note and paragraphs 1 and 2 of the Security Instru- ment of amounts payable to Lender by Borrower under paragraph 2 of the nen to the principal of the Note, and then to interest and principal on any
Tainte via vances. [XINTEREST RATE LIMITATIONS:	93170357
My interest rate cannot be changed by more than 1.5 below for my maximum ("ceiling") and minimum ("floor")	percentage points at any Change Date, subject to such limitations listed interestrates. The ceiling, or maximum interest rate, that can be charged inides. The ceiling or maximum interest rate, or in the minimum interest rate, and or in the minimum inte
Borrower is not a natural person) without Lender's prior writ	NTEREST IN P.JP.ROWER: ansferred (or if a beneficial interest in Borrower is sold or transferred and then consent, Lender magnetic interest in full option shall not be exactled by Lender II exercise is prohibited by Federal
days from the date the notice is delivered or mailed within w	otice of acceleration. The native shall provide a period of not less then 30 which Borrower must pay all stans accured by this Security Instrument. If period, Lender may invoke any to needles permitted by this Security Instru-
8) CONVERSION OPTION TO A FIXED RATE LOAN:	
At the end of N/A m loan to a loan with a fixed rate and a fixed term. Lender wil — which the Borrower may either accept or reject — and the	onths, Lender grants to Borrower an option the convert this adjustable rate I provide to Borrower the terms and conditions for this conversion option he length of time before said conversion option to pires.
<u></u>	
BY SIGNING BELOW, Borrower accepts and agrees only to in this ARM Additional Terms Rider.	those appropriately marked [3] additional terms and covenants contained
	DANIEL F. CUMMANE, SR. (Seal)
	Borrower (Scal)
	V Melissa M. Cummane (Seal)

MELISSA M. CUMMANE

Borrower

Property of Cook County Clerk's Office

UNOFFICIAL COPY 141-4848

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this June day of
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at
Property Address
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at
terest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17. By signing this, Borrower agrees to all of the above.
MELTISSA M. CHMMANE, SR. (Seal) MELTISSA M. CHMMANE MELTISSA M. CHMMANE
-Borrower

Property of Coot County Clert's Office