

# UNOFFICIAL COPY

9 3 5 3 0 2 3 2

LOAN # 5535301

PREPARED BY AND MAILED TO:

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



93538982

(Space Above This Line For Recording Date)

## MORTGAGE

LTIC 5-93-02688

THIS MORTGAGE ("Security Instrument") is given on JULY 6th, 1993

The mortgagor is

KEVIN D. ROSSITER and  
LYNN M. ROSSITER, HUSBAND AND WIFE, IN JOINT TENANCY("Borrower"). This Security Instrument is given to  
THE FIRST NATIONAL BANK OF CHICAGO

: DEPT-01 RECORDING 631.50  
: T60000 TRAN 2518 07/13/93 14157100  
: 91360 4 4 5-25239832  
: COOK COUNTY RECORDER

which is organized and existing under the laws of THE UNITED STATES OF AMERICA  
address is 111 E. BUSSE AVENUE  
MT. PROSPECT, IL 60056  
ONE HUNDRED TWENTY FIVE THOUSAND & 00/100

, and whose  
(Lender"), Borrower owes Lender the principal sum of  
Dollars (U.S. \$ 125,000.00 ).

This debt is evidenced by Borrower's now 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 AUGUST 1, 2000. 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 #: 09-26-405-002 VOL. 093 COOK County, Illinois:  
LOT 3B IN BOLTON'S ADDITION TO PARK RIDGE, A SUBDIVISION OF PART OF BLOCK 2 IN PENNY AND MEACHAM'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

31.82

which has the address of 525 MEACHAM AVENUE  
Illinois 60068 ("Property Address");  
(Zip Code)

PARK RIDGE

(Street, City),

ILLINOIS • Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP-8R(IL) (8106) 5535301

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Form 3014 9/90  
Amended 5/91  
Initials: *JK/LR*

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Form 304-0105

Borrower shall promptly discharge any lien which has priority over this Security Instrument until a Borrower (i) upgrades its working capital of the payor amount of the obligation secured by the lien in a manner acceptable to Lender; (ii) provides to Lender a detailed explanation of the payor amount of the obligation secured by the lien in a manner acceptable to Lender; or (iii) pays off the obligation secured by the lien.

**4. Charges:** Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions liable to the Proprietary which may affect this Security Instrument, and lessees hold premises or ground rents, if any; Borrower shall pay obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them at the same time directly over this Security Instrument, and lessees hold premises or ground rents, if any; Borrower shall pay all costs of recovering possession of any property held by him under this Agreement.

**3. Application of Payment.** Unless applicable law provides otherwise, all payments received by Lender under Paragraph 2 shall be applied first, to any prepayment charges due under the Note; second, to innovations payable under Paragraph 2;

Security News Roundup

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, Lender shall release or sell the Property, Lender, prior to the redemption or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by this

monetary payments at Lender's sole discretion.

If the Funds held by Landor exceed the amounts permitted to be held by applicable law, Landor shall return to Borrower for the excess funds in accordance with the requirements of applicable law.

Leender may hold such items as securities, receivables, inventories, cash and cash equivalents, accounts receivable, notes receivable, and other financial assets. The Fund's assets will consist primarily of cash and cash equivalents, receivables, and other financial assets. The Fund's assets will consist primarily of cash and cash equivalents, receivables, and other financial assets.

The Funds shall be held in an investment whose deposit is insured by a federal agency, insuramenability, or ability (including

Lender on the duly mentioned payments made due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) *yearly* taxes and assessments which may accrue over this Security instrument as it lies on the Property; (b) *yearly* leasehold payments or ground rents on the Property, if any; (c) *yearly* hazard or property insurance premiums; (d) *yearly* flood insurance premiums; (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 monthly installments. These items are called "Borrower Taxes". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount under for a federally related mortgage loan under the Federal Home Loan Bank Board Act of 1974 and amounts II so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Longer than 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law shall applies to the Funds due a lesser amount of the amount of Funds due on the basis of current data and reasonable estimate of expenditures of future Escrow items or otherwise in accordance with applicable law.

principal of and interest on the debt evidenced by the Note and my preparation and little changes due under the Note.

**UNIFORM CONTRACTS.** Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform coverage for national use and non-uniform coverages with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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.

All of the foregoing is intended to in this security instrument in the Property.

fixtures now or hereafter a part of the property. All improvements now or hereafter erected on the property, and all improvements, fixtures, fittings, furniture, equipment, supplies, and other personal property belonging to the lessee, shall also be covered by this Security Deposit.

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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; Leasehold.** 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 withhold, 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, those 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 30-A (9105) N.Y.-B.R.(II)

be evergreened. Given certain provisions of the conflict of laws provision. To this end the provisions of this Security Instrument and the Note are declared to given effect under applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be concluded in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note will be disregarded in its application in accordance with applicable law, such conflict shall be governed by federal law and the law of jurisdiction in which the Note is located.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of jurisdiction in which the Note is located.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it to the address set forth in the Note.

Borrower, if a general reduction principal, the reduction will be treated as a partial repayment without any prepayment charge. Under any choice to make this reduced by reducing the principal owed under the Note or by making a direct payment to Lender or my choice to make this reduced by reducing the principal owed under the Note or by reducing the principal to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the Property Address or by first class mail unless otherwise used. The notice shall be directed to the Property Address or by delivery to Lender by delivery to him or her address set forth in the Note.

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

make any accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's consent. Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the amount borrowed from Lender except for other loan charges collected or to be collected in connection with the loan and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) may such loan charge shall be reduced by the amount necessary to eliminate the excess and (b) may such loan charge shall be reduced by the amount necessary to eliminate the excess.

12. Successors and Assigns; Joint and Several Liability; Attorneys. The covenants and agreements of this

in interest, any franchise by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

compliance proceedings against any successor in interest by reason of any demand made by the original Borrower or Borrower's successors or not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbearance; Extension of the same for modification of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise do, any application of proceeds to principal shall not exceed or postpone

by this Security Instrument, whether or not the sum was received by Lender.

is authorized to collect and apply this proceeds, at his option, either to reversion or receipt of the Property or to the sums received

awarded or settled a claim for damages, Borrower fails to render within 30 days after this notice is given, Lender

If the Property is sold and Lender is entitled to receive the proceeds of sale before the date of sale, Lender

sums received by this Security Instrument whether or not the sum was received by Lender.

Borrower and Lender, otherwise agree in writing or unless otherwise provided law otherwise provide, this procedure shall be applied to the

Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the

Security Instrument shall be reduced by the proceeds multiplied by the following fraction: (a) the total amount of

Instrument immediately before the taking, unless Borrower otherwise agrees in writing, the sums received by Lender

wildest or not this due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market

value of the event of a total taking of the Property, the proceeds shall be applied to the sums received by this Security Instrument,

shall be paid to Lender.

10. Condemnation. The proceeds of or prior to the taking specifically repossessible during or in case of condemnation, the property

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, the property available

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

Borrower notice in the time of or prior to the taking specifically repossessible during or in case of condemnation,

inuring to Lender insurance coverage in accordance with the Note and insurance coverage of the Property. Lender will give

payments may no longer be required, in the opinion of Lender, if insurance coverage (in the amount and for the period

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16. **Borrower's Copy.** Borrower shall be given one conforming 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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RECORD AND RETURN TO: Page 8 of 16 Date 3014/8/90  
CENTRAL BANK OF THE PHILIPPINES

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OAKRIDGE TERRACE, IL 60181

**1901 SOUTHERN MILE MARKERS ROAD**

19

Perm 3014 9/90

**SCENICER BAND**

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Northern Public Library

Nouary Public

My Commission Express 77

• 5661 •

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signs and delivers the said instrument as John free and voluntarily ac<sup>t</sup>, for the uses and purposes therein set forth.

**• personally known to me to be the same person(s) whose name(s)**

1. the underprivileged
2. Noutry Public in and for solid country and slate do hereby certify that
3. kevin D. Rossiter and Lynn M. Rossiter, founders and wife, in joint he

### **County ass:**

**STATE OF ILLINOIS.**

lower  
scale

—HOTOWER  
(Sec)

•dorrows

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•HOTRODWEI  
•(SCH)

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

<input type="checkbox"/> V.A. Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rail Improvement Rider	
<input type="checkbox"/> Grandulated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	
<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Biweekly Payment Rider	
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Condominium Rider	
<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Grandulated Payment Rider	

24. **Riders to the Security Instrument.** [ ] one or more riders are attached by Borrower and recorded together with this instrument, if it is a continuation and agreement of each such rider shall be incorporated into and shall amend and supplement this instrument as if they were part of this Security Instrument as if the rider(s) were a part of this Security Instrument.

85536932