

# UNOFFICIAL COPY

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**WHEN RECORDED MAIL TO:**

1st FEDERAL SAVINGS & LOAN ASSOCIATION - OF  
WESTCHESTER  
2121 S. MANNHEIM RD.  
WESTCHESTER, IL 60154-4391



• DEPT-01 RECORDING \$29.50  
• T#0000 TRAN 2634 07/19/93 16:36:00  
• \$3590 + \*-93-558547  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

**MORTGAGE**

#11354-14 pk

THIS MORTGAGE ("Security Instrument") is given on July 9, 1993. The mortgagor is DENNIS J. KING and ERICKA KING, HIS WIFE ("Borrower"). This Security Instrument is given to 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER, which is organized and existing under the laws of the United States of America and whose address is 2121 S. MANNHEIM RD, WESTCHESTER, IL 60154-4391 ("Lender"). Borrower owes Lender the principal sum of Eighty Thousand & 00/100 Dollars (U.S. \$80,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 23, 2010. 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 9 IN BALTIM RESUBDIVISION OF LOTS 19 TO 36, BOTH INCLUSIVE IN BLOCK 5 IN MANNHEIM ROAD AND 22ND STREET SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, AS DOCUMENT NO. 1447422, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 15-29-209-054-0000

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which has the address of 2343 SUNNYSIDE, WESTCHESTER, Illinois 60154-5227 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 seized 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 variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien 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, if any; (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 mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 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 estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumental, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest 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 in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 4 pages)

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# UNOFFICIAL COPY

Given under my hand and attested the 14th day of April, 1993,  
for the uses and purposes herein described, the Notarized and Acknowledged, and signed the Mortgage as their free and voluntary act and deed,  
Individuals described in said witness acknowledged the Notarized and Acknowledged, and signed the Mortgage as their free and voluntary act and deed,  
On this day before me, the undersigned Notary Public, personally appeared DENNIS J. KING and ERICKA KING, HIS WIFE, to me known to be the  
Notary Public in and for the State of Illinois My commission expires 04/18/97  
By EDWARD A. MANGUA Notary Public State of Illinois  
Residing at 2121 S. Mainheim Road, My Commission Expires 04/18/97  
day of April, 1993 Notarial Seal

## INDIVIDUAL ACKNOWLEDGMENT

This Mortgage prepared by: EDWARD A. MANGUA, ATTORNEY AT LAW  
2121 S. MAINHEIM ROAD  
WESTCHESTER, IL 60154-4391

ERICKA KING-Borrower  
(Seal)

DENNIS J. KING-Borrower  
(Seal)

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

- Securitly instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]
24. Riders to this Security instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument, the  
covenants and agreements of each such rider shall be incorporated into and shall demand and supplement the covenants and agreements of this  
Security instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]
23. Rider or Homeestead, Borrower waives all right of homestead exemption in the property.
22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument.
21. Borrower shall pay any recording costs.
- Adjustable Rate Rider      Condominium Rider      1-4 Family Rider      Second Home Rider  
Balloon Rider      Planned Unit Development Rider      Biweekly Payment Rider  
Graduated Payment Rider      Other(s) [Specify]

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#11354-14 pk

THIS BIWEEKLY PAYMENT RIDER  
(Fixed Rate or Variable Conversion) is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2343 SUNNYSIDE, WESTCHESTER, Illinois, 60154-5225  
[Property Address]

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

## A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments as follows:

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on July 23, 1993. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on April 23, 2010 I still owe amounts under this Note, I will pay 100% amounts in full on that date, which is called the "Maturity Date."

I will make my biweekly payments at 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER, 2121 S. MANNHEIM RD, WESTCHESTER, IL 60154-4391 or at a different place if required by the Note Holder.

#### (B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$322.24.

#### (C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

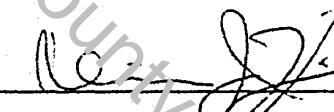
## B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

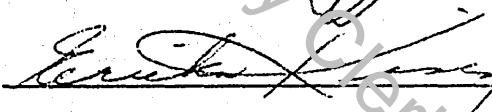
The Security Instrument is amended as follows:

(1) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

  
(Seal)  
DENNIS J. KING—Borrower

  
(Seal)  
ERICKA KING—Borrower

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