UNOFFICIAL

THIS MORTGAGE IS BEING RERECORDED TO CORRECT AN ERROR IN THE NAME OF THE MORTGAGOR

93620795

93389161

DEPT-01 RECORDING

T#0000 TRAN 1405 05/21/93 15:32:00 #5134 # #-93-389161

COOK COUNTY RECORDER

[Space Above This Line For Recording Data] ...

MORTGAGE

DEPT-GONECIERRISMO09

i31.50

T40011 TRAN 6214 08/06/93 15:53:00 THIS MORTGAGE ("Security Instrument") is given on MAY 14, 1993" HUSBANDINA WITE 73-620795 The mongagor is WILTER P. KELLER AND SAL K. KELLER,

("Borrower"). This Security Instrument is given to

FILSTAR HOME MOREGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF WISCONSIN , and whose address is C

809 SOUTH 60TH ST. 170. 210, WEST ALLIS, WI 53214

("Lender"). Borrower owes Lender the principal sum of •

ONE HUNDRED SEVEN THOUSAND AND 10/100-Dollars (U.S. \$ 107,000,00.......). This cebi 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 . This Security Pistrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extension, 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 in cated in

COOK

County, Illinois:

LOT 111 IN LINCOLN TERRACE SUBDIVISION PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO DOCUMENT NO. 23545149) IN COOK COUNTY, ILLINOIS.

PERMANENT TAX ID#82/20/115/002/

31-27-205-014

THIS IS NOT A PURCHASE MONEY MORTGAGE

which has the address of

4035 RICHMOND COURT

Illinois

("Property Address");

ILLINOIS-Single Family - Famile Mae/Freddle Mac ENIFORM INSTRUMENT (FEM 1878 (1976)) 0

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

To Order Call 14005304793 D FAT 616791-1131 .

UNOFFICIAL COPY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenance, 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 records. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to property against all claims and demands, subject to property against all claims and demands.

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 premptly 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; 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 federality related mortgage loan may require for Borrower's escrow account under the federal Eval Estate Settlement Procedures act of 1974 as amended from time to time, 12 U.S.C. § 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 teasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be field in an institution whose deposits are insured by a federal agency, instrumentality, 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 Borrover for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Linder 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 p edged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, it such case Borrower shall pay to Lender the amount necessary to make up the set ciency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments revered by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter exceed 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 instrance shall be chosen by Borrower subject to Lender's approval which shall not be increasionably withheld. It Borrower tails to maintain coverage described above, Lender may, at 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. It 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 Lend'er and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due due of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless exterimating 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 it 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 Leaser's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the icen created by this Security Instrument or Lender's security interest. Borrower shall also be in default it Borrower, during the foan application process, gave materially false or inaccurate information or statements to Lender (or failed to project 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 basehold, 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

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 forfettor; 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 his Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Almough 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 Bo rower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, with interest, upon notice from Lender to Porrower requesting

payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loar occured 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 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.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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



Sugger and beauth the Freidie Mac (NFORM 1851Rf MEV) Conform Coscurus, 990 (pagest of opposed)

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

18. Borrower's Right to Reinstate. It Borrower meets certain conditions, Borrower shall have the right to have

renedles permitted by this Security Instrument without further notice or demand on Borrower

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any and less than 30 days from the date the notice is delitered or mailed within which Borrower must pay all sums secured by this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by (no right) of the period of the bound of the period of the

Itansfer of the Property or a Beneficial Interest in Borrower. It also may part of the Property or any interest in

16. Burron et's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

declared to be severable.

be given effect senhour the conflicting provision. To this end the provisions of this Security Instrument and the Mole are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument 30% Note which can jurisdiction in which the Property is located. In the event that any provision or chaise of this Security fastingnent or the Note

15. Governing Lang Severability. This Security Instrument shall be governed by federal Law and the law of the

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in this Secondy Instrument shall be deemed to have been given to Borrower or Lender (40.20 given as provided in this mail to Lender's address stated herein or any other address Lender designates by notice to the effect of motive provided for Address or any other address Borrower designates by notice to Lender. Any notice to Lander shall be given by first class mating it by first class mail unless applicable law requires use of another method. The reside shall be directed to the Property

14. Surices. Any nonce to Borrower provided for in this Security Instructors shall be given by delivering it or by

prepay ment charge under the Sole.

direct physical to Borrower. If a retuind reduces principal, the reduction All Le treated as a partial prepayment without any retunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Sole or by making a the charge to the permitted limit; and (b) any sums already collected from Norrower which exceeded permitted limits will be with the loan exceed the permitted finitis, then: (a) any such loan thing, shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other foan charges collected or to be collected in connection

13. Loan Charges. It the fixin secured by this Security Instrument is subject to a law which sets maximum loan

月15くけいつ or make any accommodations with regard to the terms of this Security instrument or the Sole without that Borrower's scented by this security instrument; and (c) agrees that conder and any other borrower may agree to extend, norday, forbear Borrower's interest in the Property under the term, of this Security Instrument, (b) is not personally obligated to pay the sums Instrument but dees not execute the Yote: (a) is so signing this Security Instrument only to mortgage, grant and convey that paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound: Joint and Several Liability; Co-signers. The covenants and agreements of this

wars even or preclude the exercise of eay right or remedy. Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original shall not be required to complepee proceedings against any successor in interest or refuse to extend time for payment or of Bortower shall not operate to release the liability of the original Bortower or Bortower's successors in interest. Lender modification of amonal of the sums secured by this Security Instrument granted by Lender to any successor in inferest

11. Borrower for Released; Forbearance By Lender Sot a Walver. Extension of the time for payment or psychole the due date of the mouthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or sums seeded by this Security Instrument, whether or not then due.

Lender is pullorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given,

if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make

otherwise provides, the proceeds shalf be applied to the sums secured by this Security Instrument whether or not the sums are secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law emporty in which the market of the property innihilation of the talking the than the nation of the sums Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the traction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums fistrunient, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

shall be paid to Lender.

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



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 of 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 bender 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 remodation 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 ashestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means a deral 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 incuried in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and cooks 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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[Check applicable box(es)] supplement the coveriants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. this Security Instrument, the covenants and agreements of each ruder shall be incorporated into and shall amend and 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

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EEEI , YAM To Yub Whith (new)	Circen under my hand and official scal, this LATH
free and voluntary act, for the uses and purposes therein set	and delivered the said instrument as THEIR forth.
38A (2) Serson(s) whose name(s) ARE	STATE OF ILLINOIS. I do hereby certify that WALTER F. KELLER AND SANDR do hereby certify that WALTER F. KELLER AND SANDR to me to the foregoing instrument, appeared before me this c
WALTER F. KELLER WALTER F. KELLER GARDRA L. KELLER SANDRA L. KELLER GARDRA L. Bonda er	(Sank W (Les2) (Sanker (Les2) (Les2)
Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security lastrument and in any rider(s) executed by Borrower and recorded with it.	
ement Rider Second Home Rider	
m Rider 1-4 Family Rider t Development Rider	Adjustable Rate Rider Condominium Graduated Payment Birler Graduated Payment Birler