

UNOFFICIAL COPY

01

SEPTEMBER

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RECEIVED

DEP 9848 RL

We certify that this is a true and accurate copy of the original instrument.
CHICAGO TITLE AND TRUST COMPANY
92716475
BY *[Signature]*

IDM
R.I.

92716475

(Space Above This Line For Recording Date)

MORTGAGE
93542548

31/8

11CK-3014-C-1

62493
THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 22, 1992
ANDREW V. OLTYAN AND SONJIE OLTYAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA
address is P.O. BOX 31903, CHARLOTTE, NC 28231

ONE HUNDRED SEVENTY SIX THOUSAND FOUR HUNDRED AND 00/100
Dollars (U.S. \$ 176,400.00)

This debt is evidenced by Borrower's note dated the same day as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 01, 2022.
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 17 IN STOLTHEN'S ADDITION TO EVERGREEN ESTATES, BEING A SUBDIVISION OF THE
NORTH PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF WAINWRIGHT ROAD,
ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE RECORDER OF TITLE
COOK COUNTY AS DOCUMENT 1460816 IN COOK COUNTY, ILLINOIS

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO:
BARCLAYSAMERICAN/MORTGAGE CORPORATION, P.O. BOX 31903, CHARLOTTE, NC
28231
which has the address of 6852 KEENEY WILES
Illinois 60714 (Property Address).

THIS CERTIFIED COPY IN LIEU OF THE ORIGINAL IS BEING
RE-RECORDED TO WITHDRAW FROM TORRENS

92716475

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Form 3014 2-82
America's Choice

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R.I.

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 Property, lawfully 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 complies with uniform covenants for common 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 taxes 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 forecasts 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, automatically, 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 auditing 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 from time to time, 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.

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, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. 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 Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received 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.

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Mail To: Norwest Mortgage, Inc.
P.O. Box 1411
Minn. MN 55440-1411
Attention: Pat Claflin
Conventional Final Documents

IDM
R.I.

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SEPTEMBER
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24. Unless to the 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 amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. 1106-3014-C
(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.
Witnesses:

[Signature]

[Signature]

(Seal) Borrower

Andrew W. Oltyan
Bookie Oltyan, attorney in fact
Bookie Oltyan
Bookie Oltyan, attorney in fact

(Seal) Borrower

STATE OF ILLINOIS, COOK County wt
I, ANDREW W. OLTYAH AND BOOKIE OLTYAH, HUSBAND AND WIFE, a Notary Public in and for said county and state do hereby certify that

personally known to me to be the same person(s) whose name(s) he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth day of SEPTEMBER 1992

Given under my hand and seal of office this 22ND day of SEPTEMBER 1992
My Commission Expires: _____
"OFFICIAL SEAL"
CATHY KORTC
Notary Public, State of Illinois
My Commission Expires 12/31/91

Cathy Kortc

Notary Public

This instrument was prepared by:
NORWEST MORTGAGE, INC.
MORTGAGE DEPARTMENT
10000 W. BROADWAY
MINNEAPOLIS, MN 55434

93842548 Form 3014 9-90

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COOK COUNTY RECORDER