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of the second set torch above within 10 days of the giving of notice.

Borrower shall promptly discharge any debt which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the debt in a manner acceptable to Lender; (b) conveys to good faith the debt by or before the expiration of the period specified by the Lender; (c) secures to the Lender's satisfaction an equivalent amount of the debt or delinquent amounts by legal proceedings which are acceptable to the Lender; or (d) conveys to the Lender securities from the holder of the debt or delinquent amounts which are acceptable to the Lender.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by us under participation

— La personne qui a été la cause de ce drame ne pourra pas être punie car elle est morte, mais le père devra faire face à ses responsabilités.

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

If the Funds held by Lender exceed the amounts permitted to be held by a holder under applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If a Lender holds funds in excess of the amounts necessary to make up the deficiency, Lender shall account to Borrower for the amount necessary to make up the deficiency. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to pay the Escrow Items when due, Lender shall make up the deficiency. Borrower shall pay to Lender the amount necessary to make up the deficiency. Lender shall make up the deficiency in no more than twelve months following the date of the deficiency.

The Funds shall be held in an institution whose deposits are insured by a central agency, instrumentality, or entity (including Letters, unless Leader pays Borrower for lending and supplying the Funds, annually and/or using the escrow account, or paying the Escrow Items, Leader may not charge Borrower for lending and supplying the Funds, annually and/or using the escrow account, or paying the Escrow Items, unless Leader pays Borrower interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Leader to be paid, Leader shall not be required to pay a one-time charge to the Funds. Leader may add additional fees to the Funds and debts to the Funds and the purpose for which each debt to the Funds was made. The Funds are added as additional security for all sums secured by the Security Instruments.

otherwise in accordance with applicable law.

2. Funds for Taxes and Liabilities.
Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under this Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly leasehold premiums; (c) 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 mortgage insurance premiums. These items are called "Fees" or "Charges" in the Real Estate Settlement Procedures Act of 1974 as amended from time to date, 12 U.S.C. Section 2601 et seq. ("RESPA"). Unless otherwise law that applies to the Funds does so, Lender may 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 account under the Federal Real Estate Settlement Procedures Act of 1974 as amended, if so, Lender may 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 account under the RESPA.

1. **Playments of Preceptor and Letterer:** Preplayment and Late Charges. Bartower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and my preplayment and late charges due under the Note.

UNIFORM COVENANTS, BOUNDARY AND LENDER COVENANTS AND AGREEMENTS AS FOLLOWS:

THIS SECURITY INSTRUMENT combines unique features for residential use and non-residential coverings with limited warranties by guaranteeing a uniform security instrument covering real property.

JOHN KROOKER COVENANT IS MADE BODILY SOLEMN AS A WITNESS HERETO BY COUNTERFEIT AND AS THE TESTIMONY TO MORTGAGE.

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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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, 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 limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

Form 3014 8/90
-UR(11) (100) (initials) (signature) (name) (print) (date) (initials) (date) (initials) (date)
Page 4 of 6 Date _____ Initiate: _____

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2. Mortgage Insurance: If Lender required mortgage insurance as a condition of making the loan secured by the Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage coverage ceases or ceases to be in effect, Borrower shall pay the premiums required to maintain the mortgage insurance in effect until such time as a loss occurs in lieu of mortgage insurance. Losses received by Lender will affect Lender's use and retain these payments as a loss reserve in lieu of mortgage insurance.

Any amounts distributed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument unless Borrower and Lender agree to otherwise in terms of payment. These amounts shall bear interest from the date of distribution at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

not interfere unless Lender's Rights in the Property are in writing.

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 forty 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 condition shall not be unreasonably withheld, or unless 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 in the Property. Borrower shall be in default if any forfeiture action of proceedings, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property, whether finally impacting the loan created by this Security instrument or Lender's security interest Borrower may cure such a derivative liability impacting the loan created by this Security instrument or Lender's security interest, as provided in paragraph 16, by causing the action of proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interests in the Property or other material impairment by this Security instrument or Lender's security interest to Lender's benefit.

11 Unless Lessee under any Power otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone
12 the due date of the mortgagor's payments referred to in paragraph 1 and 2 or change the amount of the payments. It under paragraph
13 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the
14 Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately

Unless a Leader and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of report or the property damaged, if the restoration of report is economically feasible and Leader's security is not lessened. If the restoration of report is not economically feasible or Leader's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not 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 due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be susceptible 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 may make proof of loss if not made promptly by Borrower.

5. **Held under or Property of Insurer**. Borrower shall keep the improvements now existing or hereafter erected on the Property covered by this Agreement. Borrower shall include 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 amount and for the periods Lender requires, for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods Lender requires, for which Lender requires insurance. The insurance carried 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.

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16. **Borrower's Copy.** Borrower shall be given one conformed 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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The seal of the State of Florida, featuring a central shield with a lighthouse, a ship, and a plow, surrounded by a circular border with the state's name and the motto "IN DEO CONFIDEMUS".

Given under my hand and official seal, this 31st day of AUGUST 1993
Signed and delivered the said instrument as **TERMINATOR** free and voluntary by me for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **TERMINATOR** he
personally known to me to be the same person(s) whose name(s)

1. THE LUNDERSIGNED,
MARVIN G. OLSEN AND ROBERT H. BUCHANAN, MARRIED TO EACH OTHER
, A Notary Public in and for said County and State do hereby certify that

County #s: M111

Borrower

Borrower
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(Seal)

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Borrower
(es)

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See Impression

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Applicant

or more

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Mail Suite 2106
One First National Plaza
Chicago, Illinois 60670
Telephone: (312)732-4000

LOAN # 0000811183
2944 WEST CATALPA
CHICAGO, IL 60625

LEGAL DESCRIPTION RIDER

LOT 1241 AND EAST 15 FEET OF LOT 1242 IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION NUMBER 4, A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SANITARY DISTRICT OF CHICAGO, EXCEPT THE NORTH 33 FEET TAKEN FOR BRYN MAWR AVENUE AS PER PLAT THEREOF RECORDED APRIL 43, 1927 AS DOCUMENT 9626369, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 13-12-105-053

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WEDNESDAY, APRIL 1, 1987

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SERIALIZED FILED

APR 1 1987
FBI - CHICAGO
CASE NUMBER

APR 1 1987 FBI - CHICAGO

MEMORANDUM
TO: [REDACTED] (SAC)
FROM: [REDACTED] (FBI - CHICAGO)
DATE: APR 1 1987
SUBJECT: [REDACTED]

336248

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