

PREPARED BY:
KAY KRUMTINGER
CHICAGO, IL 60655

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93748756

RECORD AND RETURN TO:

PACOR MORTGAGE CORP.
3242 WEST 111TH STREET
CHICAGO, ILLINOIS 60655



93748756

[Space Above This Line For Recording Data]

MORTGAGE

596032

DEPT-01 RECORDINGS \$31.50
T40011 TRAN 7058 09/17/93 15142100
\$7486 # --93-748756
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 8, 1993
DENNIS J. CONNOLY
AND HELEN T. CONNOLY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
PACOR MORTGAGE CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 3242 WEST 111TH STREET
CHICAGO, ILLINOIS 60655
ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED
AND 00/100

Dollars (U.S. \$ 112,500.00).
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 OCTOBER 1, 2013.
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:
THE SOUTH 50 FEET OF THE EAST 1/2 OF BLOCK 3 IN CAMPBELL'S SEVERLY
HILLS FIRST ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

25-07-314-021

which has the address of 10056 SOUTH SEELEY, CHICAGO
Illinois 60643
Zip Code

Street, City ,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
(LAW-6R/IL) 10101

VMP MORTGAGE FORMS • 1313/283-8100 • 1000/821-7281

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DPS 1088
Form 3014, 890
Index: *OK* *ATC*

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Form 3014 9/80
DPS 1080

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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 accrued by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defers and annual satisfaction of the lien in, legal proceedings which lie in the Lender's opinion operate to prevent the enforcement of the instrument in full or in part, or (c) becomes the holder of the lien in a manner satisfactory to Lender.

3. **Chargers:** Li-Ion, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Interest, and leasehold payments or ground rents, if any. Borrower shall pay to the person owed payment, Borrower shall promptly furnish to Lender a copy of any documents to be paid under this paragraph.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

relative immutability payments, in Lender's sole discretion.

If the excess Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall accound to Borrower for the excess Funds in accordance with the requirements of applicable law.

The Funds shall be held in an institution whose depositors are insured by a federal agency, insuring mutual funds, brokerage items, loans, letters of credit, or holding and applying the Funds, usually unitizing the escrow account, or unitizing the Escrow items, unless Lender pays, a one-time charge for an independent law reporting service, if Lender may not charge for holding and applying the Funds, usually unitizing the escrow account, or holding and applying the Funds, showing credit and debits to the Funds, usually unitizing the escrow account, or holding and applying the Funds, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the principal, interest, or any other amount accrued by the Funds, or to the Fund, if Lender is such an institution.

Borrow items or rewrite in accordance with applicable law.

193 As mentioned previously in this, 12 U.S.C., Section 200 et seq. ("Reserve"), ultimate authority was given appurtenant to the funds

Leander may, at any time, collect and hold Funds in an amount not to exceed the maximum amount tendered for a federally related mortgage loan, my right to require the Borrower's account under the federal Real Estate Settlement Procedures Act of

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premium. The item may be called "Escrow item".

2. Funds for Texas and Lawrence, subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charge due under the Note.

Variations of jurisdiction to constitute a uniform security instrument covering real property.
UNIFORM COVENANTS. Borrower and Lender covenants and agree as follows:

THIS SECURITY INSTRUMENT combines uniform documents for national use and non-uniform conventions with limited
and will defend generally the title to the Property in accordance with claims and demands, subject to any encumbrance of record.

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".

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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.

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

DPS 1002
Form 3014 8/90
Initials: HJC

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Form 3014 9/80
DPS 1081

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ANSWER

8. Mortgage Insurance: If Lender requires 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 is terminated, Borrower shall pay the premiums required to maintain the mortgage insurance coverage in effect until such time as the mortgage insurance coverage is reinstated.

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, these amounts shall bear interest from the date of disbursement in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower demanding

7. Protection of Leander's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Leander's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Leander may do and may for whatever is necessary to protect the value of the Property and Leander's rights in the Property. Leander may sue and sueable parties and entities involved in the proceeding in his own name and under his own cause of action.

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secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If messes 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 lowered. If the restoration or repair is not economically feasible or would be uneconomical, the insurance proceeds shall be applied to do the same purpose as intended 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 sue the proceeds to repair or restore the property or to pay any sums

All insurance policies and renewals shall be acceptable to Londoner and shall include a standard moratorium clause. Londoner shall have the right to hold the policy and renewals until prompt notice to the insurance carrier and Londoner shall pay premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londoner shall make payment of loss if not made promptly by Borrower.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the hazard or 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 unreasonable withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, deduct from the principal amount of the Note the amount necessary to pay the insurance premium.

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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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DPS 1094

My Commission Expires: 12/30/96 Notary Public, State of Illinois JACQUELINE WELSH "OFFICIAL SEAL"				
Given under my hand and official seal, this 5th day of September , 19 93 .				
I, DENNIS J. CONNOLLY AND HELEN T. CONNOLLY, HUSBAND AND WIFE, personally known to me to be the same persons) whose names I subscribe, do acknowledge that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth. Me this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR				

DENNIS J. CONNOLLY AND HELEN T. CONNOLLY, HUSBAND AND WIFE
 County and state do hereby certify that
 a Notary Public in and for said

STATE OF ILLINOIS, COOK

County ss:

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witness

Witness

BY SIGNING BELOW, BORROWER 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"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Adjustable Rate Rider | Graduated Payment Rider | Condominium Rider | Planned Unit Development Rider | Rate Improvement Rider |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Biweekly Payment Rider | Family Rider | Second Home Rider | Other(s) (Specify) | V.A. Rider |

(Check applicable boxes)

Instrument

With this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

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