

# UNOFFICIAL COPY

1693761

TOGETHER WITH all 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, 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 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.

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 21, 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.

DPS 1080  
Form 3014 9/90

miy

# UNOFFICIAL COPY

Form 301A  
DPS 1088  
which has the address of 6638 NORTH HIAWATHA, CHICAGO  
[Street, City].

ILLINOIS Single Family-Farm Mortgage Information INSTRUMENT  
W.W. MORSE/ADOLPH JORDAN 131303-8100 (MOON) 7281  
Page 1 of 8

ILLINOIS 60646 Zip Code  
("Property Address").

10-33-316-004

93529146

1636-16205

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 AUGUST 1, 2008 AND 00/100 Dollars (U.S. \$ 132,800.00 ) .  
ONE HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED  
DOWNERS GROVE, ILLINOIS 60515 ("Lender"). Borrower owes Lender the principal sum of  
address is 3051 OAK GROVE  
which is organized and existing under the laws of THE STATE OF ILLINOIS  
, and whose

EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION  
("Borrower"). This Security Instrument is given to

AND MICHELLE I. POSTER, AKA MICHELLE I. JANCOVIC  
RONALD A. POSTER THIS MORTGAGE ("Security Instrument") is given on JUNE 28, 1993  
. The mortgagor is

1693761  
DEFT-91 RECORDINGS \*-93-529146  
\*\*THIS INSTRUMENT IS BEING RE-RECORDED TO ATTACH THE  
LEGAL DESCRIPTION RIDER  
1000 COUNTY RECORDER

## MORTGAGE

(Specify Above This Line For Recording Data)

EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION  
3051 OAK GROVE, ILLINOIS 60515  
160000 TRAM 4340 10/12/93 16:08:00  
43060 \*-93-529146  
DOWNERS GROVE, ILLINOIS 60515  
COOK COUNTY RECORDER  
033-50  
440411 TFRN 5670 07/09/93 14:06:00  
440411 TFRN 5670 07/09/93 14:06:00  
\$31.50

RECORD AND RETURN TO:

93816205



DOWNERS GROVE, IL 60515  
D. BRADLEY SPRINGER  
PREPARED BY:

93529146

9 3 5 2 9 1 4 6

93529146

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1693761

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, \$0.00  
maif

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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 at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. Protection of Lender's Rights in the Property, If Borrower fails to perform the covenants and agreements contained in this Security Instrument and the title to the real estate held by Borrower in the name of the Corporation is taken by the Corporation, the Lender does not have to do so.

immediately prior to the acquisition, **6. Occupancy, Preservation and Protection of the Property; Borrower's Loan Application; Lenders;** 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 consent that the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless the execution of circumstances beyond Borrower's control, Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or cause will waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is taken that in Lender's security instrument 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 provide such a default and repossess, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a writ of garnishment of the lien created by this Security instrument, or Lender's security interest. Borrower shall be in default if Lender's good faith determination, precludes forfeiture of the Property or other material impairment of the security instrument, unless Lender's security interest is terminated by the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide 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 leasehold, Borrower shall comply with all the provisions of the lease. If a lessee acquires fee title to the Property, the lessee shall not make any material changes to the property without the written consent of the lessee.

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. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums received by this Security instrument, whether or not then due, whether or not the insurance premium has been paid. If the insurance premium is not paid, the insurance company may collect the insurance premium from Lender or Borrower. Lender may collect the insurance premium from Borrower, or Borrower may collect the insurance premium from Lender. The 30-day period will begin when the notice is given.

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.

5. Hazard or Property Insurance: Borrower shall keep the improvements now existing or hereafter erected on the hazard required for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods loads of flooding, for which Lender requires insurance. The 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.

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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 amend 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))

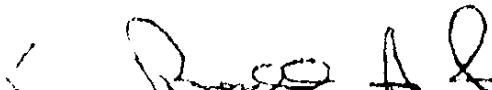
- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) (specify)

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

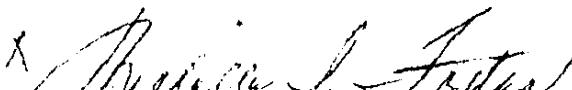
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness

  
RONALD A. FOSTER

(Seal)  
Borrower

Witness

  
MICHELLE I. FOSTER

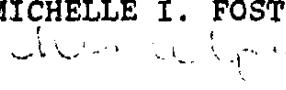
(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

STATE OF ILLINOIS, COOK

County ss:

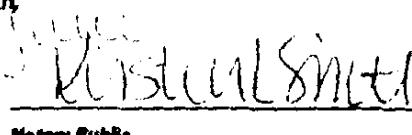
I, THE UNDERSIGNED  
county and state do hereby certify that  
RONALD A. FOSTER AND MICHELLE I. FOSTER, AKA MICHELLE I. JANCOVIC,  


, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before  
me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR  
free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of

My Commission Expires:

  
KIRSTEN L. SMITH  
Notary Public, State of Illinois  
My Commission Expires 2/23/97

Notary Public

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4 10 9 0000

וְאַתָּה תִּשְׁמַח

Form 301A (Rev.  
DPS 1983)

23. **Wives of Homestead Builders** Wives will right of homestead exemption in the property.

21, including, but not limited to, reasonable attorney's fees and costs of due diligence.

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.

Non-extreme default or other deferrals of Borrower to accelerate and/or prepay the principal amount of the Note and interest thereon and any other amounts due under the Note, or to exercise any other rights or remedies available to Lender under the Note or otherwise, shall not constitute a breach of the terms of this Agreement.

(d) Under Paragraph 20(c)(ii) of the Securities Act, the dealer specifies in the prospectus why it is necessary to include the information in the prospectus.

applicable law provides otherwise). The notice shall specify: (a) the date the action resulted in cure the details); and (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) the failure to cure the default in the date specified in the notice may result in acceleration of the same.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration (all owing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

This plan purports to do, environmental law measures required laws and laws of the jurisdiction where the property is located under relate to health, safety or environmental protection.

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.

All necessary remedial actions in accordance with Environmental Law, if any, shall be taken by the Subcontractor as soon as practicable after the Subcontractor has received written notice from the Contractor.

governments or regulatory agency or private party involving the property and any hazards or substance of environmental law

residential uses and to maintenance of the Property.

Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous substances that are generally recognized as appropriate to normal

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposeal, storage, or release of any substances or materials that require a permit under applicable law.

given written notice of the change in accordance with paragraph 4 above and applicable law. The notice will state the same 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.

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

not apply in the case of acceleration under paragraph 11.

The Security Interest shall continue unchanged. Upon reinstatement by Borrower, this Security Interest and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate sha

that the idea of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured including, but not limited to, reasonable attorney fees; and (d) makes such action as Lender may reasonably require to assert the rights of this Security Instrument.

Securit化 instruments; or (b) entity of a judgmental nature giving this security instrument, those conditions are met before; (a) pay under all sums which then would be due under this Note as if no acceleration had occurred; (c) pay all expenses incurred in exploring this security instrument or any other costs or expenses; (d) pay all expenses incurred in exploring this security instrument or any other costs or expenses;

entitlement 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 the

Securing his signature, it borrows from us to pay these sums prior to the expiration of this period; bonds, notes, and money made by him,  
permitted by this Secuity instrument without further notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the security instruments if Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedy

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.

1. Transfer of the property or a right to the interest in the bond to another person.

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## RIDER - LEGAL DESCRIPTION

LOT 7 IN BLOCK 18 IN EDGEBROOK MANOR, A SUBDIVISION OF LOTS 27, 32, 33, 34 AND 35 THAT PART OF THE SOUTHWEST 1/2 OF LOT 38 AND LOT 39 WEST OF ROAD ALL OF LOTS 40, 41, 42, 43, 44 AND THE SOUTHWEST 1/2 OF LOT 45 OF LOT 47, 48, 49, 50, 51 AND 52 IN THE SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVE IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PART OF SAID LOTS 34 AND 41 LYING SOUTH OF THE NORTH CITY LIMITS OF THE CITY OF CHICAGO, WEST OF THE CENTER LINE OF CARPENTER ROAD AND EAST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY, AND EXCEPT ALSO THE 100 FOOT RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS.

10-33-316-004

93816205

DPS 049