

JUNOFFICIAL COPY

Please Return To Express America Mortgage Corporation P.O. Box 60610 Phoenix, AZ 85082-0610

Loan No.: 7025179

33825058

~ 34.38

... |Space Above this line Fo Fecording Data| ---MORTGAGE

THIS MORTGAGE ('Security Instrument') is given on

October 1

. 19 93 .

The mortgagor is Joel M. Pace and Susan M. Jacksack, his wife

('Borrower').

This Security Instrument is given to Chicago Financial Services. Inc.

whose address is 1800 North Clybourn Avenue, Chicago, IL 60614

("Lender").

Borrower owes Lender the principal sum of one hundred fifty three thousand and NO/100ths

Dollars (U.S. \$ 153,000.00). 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 November 1, 2023 . This country Instrument secures to Londer: (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:

PARCEL 1:

9340561 SR 7456 72)

THE SOUTH 40 FEET OF LOT 2 IN PENNY AND NOVY'S SUBDIVISION OF BLOCK 6 IN FENNY AND MEACHAM'S SUBDIVISION OF THE SOUTHEAST 1.4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 IN PENNY AND ROOT'S SUBDIVISION OF BLOCK 6 IN PENNY AND MEACHAM'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 2, 60 FET SOUTH OF THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 6 FEET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT IN THE EAST LINE OF SAID LOT 2 WHICH IS, 60 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WEST ALONG A LINE PARALLEL TO AND 60 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-26-425-041

05002028

which has the address of

122 North Prospect Avenue, Park Ridge

Cay

Illinois

60068

('Property Address'):

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 seised of the estate hereby conveyed and has the right to 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.

ILLINOIS -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

Box 333

Page 1 of 4

SECT (SAI)

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UNIFORM COVENANTS Byrn mer in Leider locality time, give a 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 waiter 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 flowd 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 federal wortgage loan may require for Borrower's escribly account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2001 et sec. ('RESPA'), unless another law that applies to the Funds sets a 1974 as amended from time to time, 12 U.S.C. \$2001 er sec. ('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

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 applying the whole have 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 the 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 Fund on accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to roy the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the articular 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 belief by Lender. If under spears and the time of acquisition or sale of the P

Chon pawingin in fully fall sums secured by this Security instrument. Lender, Hill promptly feilund to Burtswer any Funds held by Lender. Hill under page spent 21, Lender shall acquire or self the Property, Lender, prior to the acquisition or sale as a credit against the sums secured by this Security Instrument. Promeins, I goes applicable law provides otherwise, all parameter received by Lender under paragraphs 1 and 2 shall be applied. Hirst, to any frepayment charges due, under the Notes, second, to amounts payable under paragraphs 1 third, to interest due, fourth, to principal due, and last, to any late charges due under the Notes.

1. Charges: Liens. Borrower shall pay all taxes, assessments, charges the summer than the state of the Property of the Charges than the state of the Security of the Property of the Charges than the Security of the Property of the Security of the Sec

does not have to do so.

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 payment.

8. Martgage Insurance. If Lender required 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 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 overage is not available, neuroser shan 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 heu of mostgage 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 feet, 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 course 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 convexance in heu of condemnation, are hereby assigned and shall be paid to Lender.

In the exent of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument shall be reduced by the amount of the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the sums secured in the formatical shall be reduced by the amount of the sums secured in the formatical shall be reduced by the amount of the sums secured in mediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking of the Property in which the fair market value of the

award or settle a claim for damages, Borrower alasts of explain to Lender within a day and of the Property or to the sums secured by this Security Instrument, whether or not then dur.

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 Releved: Forbearance by Lender Not a Waiver. Unless on 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 and interest to release the leability of the original Borrower of Borrower of Borrower of Borrower of Borrower is successor in interest. Any forbearance by Lender in exercising any right or remedy by this Security Instrument by reason of any demand made by the original Borrower of 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 Bour 2. Joint and Several Liability; Cosigners. 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 shill be onto the property under the terms of this Security Instrument only to morage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to morage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to morage, grant and convey that Borrower's interest in the Property ander the terms of this Security Instrument only to morage, grant and convey that Borrower's interest in the Property Address of the Security Instrument of the Note without that Borrower's covenant and agreements of this Security Instrument on the Note with security Instr

16. Borrower's Copy. Borrower shall be given one conformed copy of the Now 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 is first 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.

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, Le ider 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 and the Note as if no acceleration had occurred: (b) cure say default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, out 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, 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.

paragraph 17 19. Sal 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

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 rot 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 fiammable 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 COVE

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

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 supplement the covenants and agreemen [Check applicable box(es)].			were a part of this Securi	ty Instrument
		der velopment Rider nt Rider	I-4 Family Rider Biweekly Payment Rider Second Home Rider	
BY SIGNING BELOW, B prower ac in any rider(s) executed by Borr wer and	ecepts and agrees to the ter	ms and covenants o	contained in this Security Ir	istrument and
Witnesses:	Technolog was a	X	i orus	(Scal)
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State of Illinois, The foregoing instrument was ack Joel M. Pace and Susan f		County ss:	Octo20F .192	3 . by
Witness my hand and official seal.	CIAL SEAL ON RE IC STATE TO 1/2 V96	Frank	Mary Lane	