

# UNOFFICIAL COPY

93831519

Entered 9/10/93 10:00 AM

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Bank One Chicago Corporation  
9399 W. Higgins Rd., 10th Floor  
Rosemont, IL 60018  
Attn: Post Closing Department

DEPT-11 RECORDING DEPT  
T03333/TRAN 4293 10/15/93 15:14:00  
07426000004-93-831519

COOK COUNTY RECORDER

93831519

(Space Above This Line For Recording Date)

## MORTGAGE

THIS MORTGAGE is given by JOSEPH J. BURGER JR. & LINDA S. BURGER, KNOWN AS HUSBAND AND WIFE, to CHARTER MORTGAGE COMPANY, as LENDER, for the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), for the purpose of buying real property located in COOK COUNTY, ILLINOIS.

THIS MORTGAGE ("Security Instrument") is given on October 6, 1993. The mortgagor is JOSEPH J. BURGER JR. & LINDA S. BURGER, KNOWN AS HUSBAND AND WIFE.

JOSEPH J. BURGER JR. & LINDA S. BURGER, KNOWN AS HUSBAND AND WIFE, are the husband and wife of JOSEPH J. BURGER JR. & LINDA S. BURGER, KNOWN AS HUSBAND AND WIFE, hereinafter referred to as "Borrower". This Security Instrument is given to CHARTER MORTGAGE COMPANY ("Lender").

JOSEPH J. BURGER JR. & LINDA S. BURGER, KNOWN AS HUSBAND AND WIFE, are the husband and wife of JOSEPH J. BURGER JR. & LINDA S. BURGER, KNOWN AS HUSBAND AND WIFE, hereinafter referred to as "Borrower". This Security Instrument is given to CHARTER MORTGAGE COMPANY ("Lender"). Borrower owes Lender the principal sum of Fifty Thousand and No/100 Dollars (U.S. \$ 50,000.00).

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, 2008. 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:

07-27-205-044

Lot 1722 in Lancer Subdivision Unit No. 17, being a Subdivision in the Northeast 1/4 of Section 27, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 29, 1973 as Document Number 2694243, in Cook County, Illinois.

I, JOSEPH J. BURGER JR. & LINDA S. BURGER, KNOWN AS HUSBAND AND WIFE, do hereby declare that I have read the foregoing instrument, fully understand its contents, and that it is my free and voluntary act.

I, JOSEPH J. BURGER JR. & LINDA S. BURGER, KNOWN AS HUSBAND AND WIFE, do hereby declare that I have read the foregoing instrument, fully understand its contents, and that it is my free and voluntary act.

I, JOSEPH J. BURGER JR. & LINDA S. BURGER, KNOWN AS HUSBAND AND WIFE, do hereby declare that I have read the foregoing instrument, fully understand its contents, and that it is my free and voluntary act.

I, JOSEPH J. BURGER JR. & LINDA S. BURGER, KNOWN AS HUSBAND AND WIFE, do hereby declare that I have read the foregoing instrument, fully understand its contents, and that it is my free and voluntary act.

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

VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7281

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Form 3014 9/90  
Amended 5/91

Initials: *JL-B*

CHARTER  
MORTGAGE  
COMPANY  
COOK COUNTY  
RECORDER

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Borrower shall pay monthly interest on the unpaid principal balance over the Security Instrument or Landlord records evidence of payment.

4. Charges: Lenses. Borrowers shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may arise principally over this Security Instrument, and reasonable payments of ground rents, if any. Borrower shall pay those obligations in due manner and punctually, or if not paid in due manner, Borrower shall pay interest on the unpaid amount at the rate of twelve percent per annum from the date when payment became due until paid.

3. **Acceptance 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.

Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, or, to the acquisition or sale of the property, shall apply any Funds held by Lender as the sum of acquisition or sale as a credit against the sum secured by this

10 Longer the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the excess of the Funds held by Leader at any time is not sufficient to pay the Secured Items when due, Leader may so notify Borrower after a reasonable period of time and, in such case Borrower shall pay

annual accounting of the Funds, showing credit and debts 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 received by this Security Instrument.

Botherer, my answer to certain of certain questions will be given, however, that question shall be paid off the Funds. Leader shall give to Bothwre, without charge, an

However, disorder may require both power to pay a car-tax charge for an independent road centre tax reporting service used by disorder in connection with this loan, unless such a novation otherwise. Unless an agreement is made or applicable law

Items, Leader may not charge Borrower for "Using and applying the Funds, usually specifying the term, amount, security, or certain other conditions, unless Leader uses the Funds and applies them to his own purposes. Leader to make such a charge.

The Funds shall be held in an account which accords with applicable law.

amount will be, Leander may, at my time, collect and hold funds in an amount not to exceed the lesser amount Leander may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future expenses or

Mortgage loan may be made for Botower's 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 acts a lesser

Under my, at any rate, collective and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called Escrow Items.

or ground rents on the Property, if any; (c) yearly based or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly base or property insurance premiums if sur- and/or some premium is due before the Policyholder has made his account with the

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

principled on and interpreted as the Note and any preparation and use charges due under the Note.

UNIFORM COVENANTS, Borderline and Leader covenant and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited application to certain states and territories.

**BONNIE WALTERS GARDNER** is a former director of the San Francisco Ballet and a former principal dancer with the Royal Ballet in London.

JOINT VENTURE WILL BE USE OF INDIVIDUALS HOW TO INVESTORS BASED ON THE PROJECTS, AND THE INVESTMENTS, SPREADS ACROSS, AND FEATURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL RAPPROVALS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT.

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the 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 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.

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

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 secured 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 use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** 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 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 consent shall not be unreasonably withheld, or unless extenuating 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 on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment 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 cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during 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 Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender 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. Mortgage 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 coverage is not available, Borrower shall 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 lieu of mortgage insurance. Loss reserve

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15. GOVERNMENT LIABILITY; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. Any provision of this Security Instrument or the Note which can be construed with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which cannot be given effect without the conflicting provision. To the extent the provisions of this Security Instrument and the Note are declared to

Institutions shall be deemed to have been given or informed of letter when given as provided in this paragraph.

1A. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it to Borrower at the address provided for in this Security Instrument or by notice to Lender as provided below.

However, if a related radicales principles, the reaction will be limited to a partial propagation without polymerization.

**13. Loan Charges.** If the loan received by the 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 and under the instrument or otherwise exceed the amount necessary to reduce the charge to Borrower, and (b) any sums already collected toward Borrower which exceed permitted limits will be reduced by the amount necessary to reduce the charge to Borrower, and (c) any such loan charge still be reduced by the amount necessary to reduce the charge to Borrower, and (d) any sums already collected toward Borrower which exceed permitted limits will be reduced by the amount necessary to reduce the charge to Borrower.

11. **Borrower's Right to Reallocate; Reversionary Powers**. The Lender may change the terms of such payments at his sole discretion if the monthly payments referred to in paragraphs 1 and 2 or changes in the amount of such payments.

If the Property is sold by Borrower, or if, after notice by Lender to Borrower that the condominium offices to award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice 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 due.

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 the sums are 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 or unless a applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument which ever has been due.

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 assented and

Borrower made at the time of or prior to an inspection specifying reasonable cause for the inspection.

payments may no longer be required, at the option of Leader, if mortgagagee insures coverage (in the amount and for the period that Leader approved by an insurer approved by Leader 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 requirements end in accordance with any written agreement between Borrower and Leader or applicable law.

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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's 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.

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## 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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Form 2014 8/09

BANC ONE MORTGAGE CORPORATION

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WDR(1) (S10c)

NOTARY PUBLIC, STATE OF ILLINOIS  
NOTARY PUBLICS

MY COMMISSION EXPIRES 7/17/96

My Commission Expires:

7/17/96

Given under my hand and dated this 6th day of OCTOBER, 1993  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is  
signed and delivered the said instrument, for the uses and purposes herein set forth.  
Personally known to me to be the same person(s) whose name(s) are

JOSEPH J. BURGER JR. AND LINDA S. BURGER

, a Notary Public in and for said county and state do hereby certify that

1. THE UNDESIGNED

COOK County ss:

Borrower  
(Seal)

Borrower  
(Seal)

LINDA S. BURGER  
(Signature)  
(Seal)

JOSEPH J. BURGER JR.  
(Signature)  
(Seal)

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

Witnesses:

- [Check applicable box(es)]
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Credit Union Payment Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Real Improvement Rider
  - Second Home Rider
  - Other(s) [Specify]
  - V.A. Rider
  - Balloon Rider

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.

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