

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

UNOFFICIAL COPY

3831345

RECORD AND RETURN TO:

EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION
3051 OAK GROVE
DOWNERS GROVE, ILLINOIS 60515

(Space Above This Line For Recording Data)

MORTGAGE

01922905 DEPT-01 RECORDINGS \$31.00

T#9999 TRAN 1848 10/16/93 14:54:00

H2913 # 4-93-83 1345

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 7, 1993. The mortgagor is

KEVIN E. RONAN

AND GAYLE B. RONAN, HUSBAND AND WIFE

of the above address, to the Lender, as hereinafter set forth.

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 7, 1993. The mortgagor is

KEVIN E. RONAN

AND GAYLE B. RONAN, HUSBAND AND WIFE

of the above address, to the Lender, as hereinafter set forth.

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 7, 1993. The mortgagor is

EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION

93831345

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 3051 OAK GROVE

DOWNERS GROVE, ILLINOIS 60515 ONE HUNDRED EIGHTY FOUR THOUSAND
AND 00/100 Dollars (U.S. \$ 184,000.00).

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 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:

LOT 73 IN BLOCK 22 IN RAVENSWOOD GARDENS, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

IN WITNESS WHEREOF, the parties have signed this instrument and affixed their signatures thereto, and delivered it to the undersigned, on the day and year first above written.

KEVIN E. RONAN, HUSBAND AND WIFE
13-13-212-022

EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION
which has the address of 2658 WEST WILSON AVENUE, CHICAGO (State, City),
Illinois 60625 (Zip Code)

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

000-001(L) (101) 1/93 100% Secured by a Uniform Mortgage Form # 1319-283-0100 (1000) 021-7201

Form 3014 8/90
OPB 1088
Initials: *[Signature]*

000-001-L

UNOFFICIAL COPY

Form 301A 9/90
DPS 1000

Digitized by srujanika@gmail.com

Digitized by srujanika@gmail.com

Borrower shall promptly discharge and pay over to Lender his 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) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (d) secures from the holder of the lien in a manner acceptable to Lender by means of a garnishee action, attachment, or other proceeding, or by any other method of enforcement, to satisfy the debt due Lender under the instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 this 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.

4. **Charges:** Lien(s), Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property.

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

This Security Instrument is subject to the terms and conditions of the Deed of Trust.

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 to credit against the sum required by

Twelve monthly payments, at Leander's sole discretion.

for the excess funds in accordance with the requirements of applicable law. In the amount of the funds held by Leander in any time is not sufficient to pay the Escrow Liens when due, Leander may as duly Borrower in writing, and, in such case Borrower shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

If the funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account for the over-

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

used by Lender in connection with this loan, value as 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.

verifying the Escrow Items, unless Leadwater pays Bontower's interest on the Funds and applies it toward payment of the charge. However, Leadwater may require Bontower to pay a one-time charge for an independent real estate tax reporting service.

(including Lender, if Lender is such a participant) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items. Lender may not charge Escrow for holding and applying the Funds, annually analyzing the escrow account, or

Escrow items or otherwise in accordance with applicable law.

Leander may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditure of future sets a lesser amount.

reliefed mortgagee (or) my receiver for Borrowser'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)

The provisions of paragraph 6, 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

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

Under all 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 attach priorly over this Security instrument as a lien on the Property; (b) yearly leasehold payments

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend概括性地将财产权利转移给贷款人，并保证该财产没有抵押，除了记录在案的抵押权外。

TROUBLE WITH THE IMPROVEMENTS now or otherwise received on the property, and all improvements, appurtenances, fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

5. Hazard or Property Insurance. Borrower shall keep 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 forfeiture 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, 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

DPS 1001
Form 3014, 8/90

UNOFFICIAL COPY

५४८

Form 3014: 5/80
DPS 1692

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

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 of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note given effect.

14. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary 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 listed herein or any other address Lender designs by notice to Borrower. Any notice provided for in this

13. **Loan Charges.** If the loan secured by this Security Instrument is subjected to a law which sets maximum loan charges and that law is finally interpreted so that the interests 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 limits; 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 loan or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payoff clause under the Note.

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 shall and benefit the joint and several liability of Lender and Borrower, subject to the terms of this Security Instrument with regard to the terms of this Security Instrument or its note without the Borrower's consent.

11. Borrower Not Released; Forfeiture By Lender; 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 release the liability of the original Borrower or Borrower's successors in interest if Lender in its sole discretion grants any right or remedy to Borrower or Borrower's successors in interest.

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.

making, unless otherwise provided under otherwise agree in writing or unless otherwise provides, the proceeds shall be applied to the sum accrued by this Security instrument whether or not the sums are then due.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Barrower's notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall give

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

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. (CVR 257F)

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.

UNOFFICIAL COPY

DPS 1094

1000

My Computer has a 2/2

• ५६१ •

ମୁଦ୍ରାକାର

Personal liability known to me to be the same persons whose names I subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR

KELVIN E. RONAN AND GAYLE B. RONAN, HUSBAND AND WIFE
County and state do hereby certify that

1. THE UNDERTAKING
2. Notary Public in and for said

County ass:

STATE OF ILLINOIS, COOK

BORROWER

ମେଘ

1000

1103

100000000

183

GAYE B. RONAN

FORWARD

प्र० ४

KEVITT, E. RONAN

par Jules

(in any order(s) dictated by Borrower and recorded with it.)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

<input type="checkbox"/> Grandodiumium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Adjustable Rate Rider
----------------------------------------------	-------------------------------------------	-------------------------------------------------	---------------------------------------------------------	-------------------------------------------------	--------------------------------------------	----------------------------------------	--------------------------------------------------	------------------------------------------------

(Check applicable box(es))

24. Rides to this Security Institute, if one or more orders are executed by Broker and recorded together with this Security Institute, the coverage and agreements of the Security Instrument as if the order(s) were a part of this Security and subprogram; this government and agreement, the coverage and agreements of each such rider shall be incorporated into and shall

01922905