

HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 60015
CITY OF INDUSTRY, CALIFORNIA 91716-0015
LOAN NO. 1627685-9

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

UNOFFICIAL COPY

93878662

[Space Above This Line for Recording Data]

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 22, 1993**. The mortgagor is **WILLIAM G. GRAFFY AND SHEILA M. GRAFFY, HUSBAND AND WIFE**.

("Borrower"). This Security Instrument is given to HOME SAVINGS OF AMERICA, FSB, which is organized and existing under the laws of the United States of America, and whose address is 4900 Rivergrade Road, Irwindale, California 91706-404 ("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED SEVEN THOUSAND AND NO/100.

Dollars (U.S. \$ 107,000.00). 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 its purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK COUNTY, ILLINOIS**:

LOT 175 IN SILVER LAKE GARDENS UNIT 3, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 7604 HALESTIA COURT, ORLAND PARK, IL, 60462

FTN# 27-13-203-018

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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which has the address of **7604 HALESTIA COURT**
(Street)

ORLAND PARK
(City)

Illinois **60462**
(Zip Code)

("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 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.

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is given, unless Landor and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 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 2 I 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.

Lender, Lender may make profit of losses it incurs by insuring its loans.

5. Insurance of Property: Borrowser shall keep the improvements now existing, & hereafter erected on
suitable one or more of the occasions set forth above within 10 days of the giving of notice.

The Property insured against loss by fire, hazards included within the term "Excluded coverage" and any other hazards,
including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in amounts and
for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower
and Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described in
Lender's opinion, Lender's right to hold the policies and renewals shall be affected as follows. If Lender and Borrower shall agree to
allow the premium paid by Lender to hold the policies and renewals, Lender may terminate the insurance at any time
and shall have the right to hold the policies and renewals shall be affected to Lender and shall include a standard mortgage clause. Lender
of paid premiums and renewals notice, in the event of loss, Borrower shall give prompt notice to the insurance carrier, and
shall have the right to hold the policies and renewals shall be affected to Lender and shall include a standard mortgage clause. Lender

Borrower shall promptly disclose any lien which has priority over the security instrument unless Borrower: (a) agrees in writing to payoff all of the obligation secured by the lien in a manner acceptable to Lender; (b) contributes in good faith to the enforcement of the obligation secured by the lien in a manner acceptable to Lender; (c) cures all deficiencies in the security instrument or the deficiency in a manner acceptable to Lender; (d) pays all attorney fees and costs incurred by Lender in collecting the debt.

3. Application of Payments. Unless applied law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied: first, to any prepay fee; charges due under the Notes; 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. Changes in Taxes. Borrower shall pay all taxes, fees, charges, fines and impossitions titheable to the property over this Security Instrument, and leschold promises of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them under this paragraph. If Borrower makes these payments directly, Borrower shall furnish to Lender receipts evidencing payment directly to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid on time due.

5. Application of Payments. Unless applied law provides otherwise, all payments received by Lender under this paragraph, if Borrower shall furnish to Lender receipts evidencing payment directly to the person owed payment, Borrower shall furnish to Lender all notices of amounts to be paid on time due.

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 Borrows for holding and applying the Funds, usually 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 legal escrow reporting service used by Lender in connection with this loan, unless less applicable law provides otherwise. Unless an agreement is made for application of raw receipts to be paid, Lender shall not be required to pay Borrower any interest or earnings made on application of raw receipts to be paid. Lender shall be liable to Borrower for all sums secured by this Security instrument, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay all sums secured by this Security instrument, for which each debitor, the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument to Borrower, without charge. In initial accounting of the Funds, showing credits and debits to the Funds and the purpose of which each debitor, the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument to Borrower, without charge.

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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 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 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the property.

NON-UNIFORM FORM COVENANTS. Borrower and Lender, further covenant and agree as follows:

As used in this Paragraph 20, "Hazardous Substances" are those substances defined in Part I of the Environmental Protection Act by Environment Canada as being capable of hazardous substances by following substances: asbestos, benzene, other flammable or toxic materials, lead and mercury; volatile solvents, ketones, other flammable or toxic materials, petroleum products, organic solvents or general purpose industrial products.

Borrower shall promptly give written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency involving the property and any Hazards. Borrower shall promptly give written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency involving the property and any Hazards.

The property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the storage of small quantities of Hazardous Substances that are generally recognized to be appropriate uses, or normal residential uses and to minor encroachments of the Property.

The notice will also contain any other information required by applicable law.

the sums secured by this Security as sum cui shall continue unchanged. Upon presentation by Borrower, this Security in-
strument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this
right to remit shall not apply in the case of acceleration under paragraph 17.

If Lender exercises his option, Lender shall give Borrower notice of acceleration, the notice shall provide a period of 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.

law as of the date of this Securities Instrument.

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 that the Note and this Security
Instrument be reconveyed to Lender.

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 clause of this Security Instrument or the Note which 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 conflict of law, such conflict shall not affect the provisions of this Security Instrument or the Note which are declared to be enforceable.

1A. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be delivered to the property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by delivery of a copy of the notice to Borrower at its address set forth above. Any notice to Borrower or Lender given as provided in this paragraph.

13. **Loan Charges.** If the loan is secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is mainly 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 limits; and (b) any sum already collected from Borrower which exceeds the permitted limit will be refunded by reducing the principal owed under this Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under this Note or by making a partial prepayment under the Note.

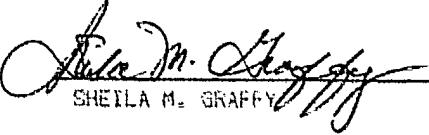
24. Riders to this Security Instrument: If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [specify] _____

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.

Witnesses:


WILLIAM G. GRAFFY _____ (Seal)
—Borrower


SHEILA M. GRAFFY _____ (Seal)
—Borrower

_____ (Seal)
—Borrower

_____ (Seal)
—Borrower

[Space Below This Line For Acknowledgment]

LOAN NO. 1627686-9

State of Illinois *Cook*

County ss:

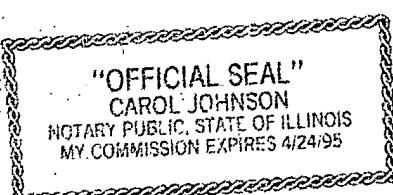
I, the undersigned
certify that

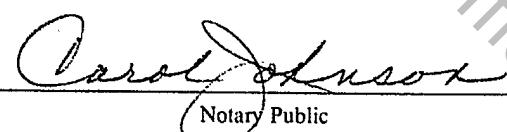
a notary public in and for said county and state, do hereby

WILLIAM G. GRAFFY AND SHEILA M. GRAFFY, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) ARE
appeared before me this day in person, and acknowledged that THEY
as THEIR free and voluntary act, for the uses and purposes therein set forth,
Given under my hand and official seal this 22nd day of October, 1993

My commission expires:




Carol Johnson
Notary Public

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