

**PREPARED BY:
LGIS SULLIVAN
CHICAGO, IL 6069**

UNOFFICIAL COPY

92919724

232910721 A.T.G.F.
BOX 376

**CNBMC
BOX 054**



**RECORD AND RETURN TO: COLUMBIA NATIONAL BANK OF CHICAGO
5231 NORTH HARLEM AVENUE CHICAGO, ILLINOIS 60656**

[Space Above This Line For Recording Data]

MORTGAGE

359343

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 26, 1993

. The mortgagor is

GARRY E. HOWARD

DEPT-01 RECORDING \$31.00
T#1111 TRAN 3308 11/09/93 12:16:00
#7226 #-93-910721
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to **COLUMBIA NATIONAL BANK OF CHICAGO**,
which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose
address is **5231 NORTH HARLEM AVENUE**, **CHICAGO, ILLINOIS 60656**,
NINETY FIVE THOUSAND AND 00/100 Dollars U.S. **\$ 95,000.00**
("Lender"). Borrower owes Lender the principal sum of

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 DECEMBER 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: LOT 27 IN GARDNER SIXTH ADDITION TO MONTROSE, BEING A SUBDIVISION OF THAT PART WEST OF MILWAUKEE AVENUE OF THE SOUTH 1/2 OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 5040 WEST BERTLAU AVENUE, CHICAGO
Illinois 60641 ("Property Address").

State, City -

Zip Code

Journal of the American Statistical Association, 1933, Vol. 28, No. 163, pp. 1-12.

Page 1 of

DPS 1000

Form 3014-950

卷之三

UNOFFICIAL COPY

Form 301A 8/90
Rev. 3/83

ପ୍ରକାଶକ

110101 11000-0000

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien agreement of the parties to the original instrument or to any modification thereof; (c) consents in writing to the transfer of the property covered by the lien to another acceptable to Lender; (d) consents in writing to the sale of the property covered by the lien to another acceptable to Lender; (e) consents in writing to the cancellation of the lien.

4. Charges: I mean, Borrower shall pay all taxes, assessments, charges, fines and impositions as and when the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of motions to be held under this paragraph.

If Borrower makes use of paymeats directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments receive by Lessee under Paragraphs 1 and 2 shall be applied; first, to any property taxes due under the Note; second, to amounts payable under Paragraphs 1 and 2 interest due; third, to principal due; and last, to any late charges due under this Note.

Upper payment limit in full of all sums received by this Security instrument, less or shall promptly refund to Borrower any Funds held by Lender, less or shall acquire or sell the Property Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by this Security instrument.

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 amount of the Funds held by Leader exceeds the amounts permitted to be held by applicable law, Leader shall make up the deficiency in no more than twelve months, at Leader's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Leader, if Leader is such a institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow Items. Leader may not charge Pre-judgment and applying the Funds, usually already the escrow account, or verifying the Escrow Items, unless Leader pays Borrower interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service without charge, unless Leader pays Borrower double to the Funds and doubles its security for all sums secured by this Security Instrument.

Reserve letters or otherwise in account with applicable law.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect title to the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Fees or Items".

Lender may garnish the funds of current day, collects and holds Funds in an amount not to exceed the lesser amount. If so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may garnish the funds of current day, collects and holds Funds in an amount not to exceed the lesser amount.

1974 as amended, U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended, U.S.C. Section 2601 et seq. unless another law shall apply to the Funds.

participated or had interest in the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited application generally, uses which do not conform with general usage, injuries to any claimants, and other irregularities.

Grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend personally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully engaged and has the right to mortgage,

Intertrustee. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all extensions, additions, appurtelements, and fixtures now or hereafter a part of the property. All encroachments and additions shall also be covered by this Security.

359343

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 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 1081

Form 3014 8/90

Initials: *JPA/BH*

VMP-BRIL (8101)

Page 3 of 8

UNOFFICIAL COPY

Digitized by srujanika@gmail.com

-ER(尾) 101

16. Borrower's Copy. Borrower shall be given one confirmed copy of this Note and of this Security Instrument, to be everable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument is held to be contrary to law, such conflict shall not affect other provisions of this Security Instrument or this Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

Lender's address shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice 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 Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by firm class mail to

Prepayment charge under the Note.

13. **Loan Charges.** If the loan secured by this Security Instrument is in arrears or subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted to the permitted limit; and (c) any sums already collected by the principal owed under this Note, or by making a direct payment to Borrower. Under any choice to make this reduction by reducing the principal owed under this Note, or by making a direct payment to Borrower, the reduction will be treated as a partial repayment without any further reduction by the principal owed under this Note.

make any accommodations with regard to the terms of this Security Instrument or its role without the Borrower's consent.

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 this Security Instrument.

of amortization of the sums secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower, successors in interest, Lender shall not be required to pay or otherwise modify amortization payments made by the original Borrower or to extend time for payment of amortization payments made by the original Borrower or to release the Security Instrument granted by Lender to any successor in interest of Borrower shall not be a waiver of or preclude the successors in interest. Any notice or demand given by Lender in exercising any right or remedy shall not be a waiver of or preclude the successors in interest.

Secured by this Security Instrument, whether or not 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date this 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 sum

making, unless it is to cover and extend otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the costs occasioned by this Security Instrument whether or not the sums are then due.

before the building. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the building

this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sum secured immediately before the taking, divided by (b) the fair market value of the property immediately

market value of the property immediately before the sale, unless Borrower and Lender otherwise agree in writing, the sum secured by Security Instrument immediately before the sale, unless Borrower and Lender otherwise agree in writing, the sum secured by

In the event of a will being made 10 years, the proceeds shall be applied to the expenses of the funeral.

that will be paid to Lender.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Instrumental ends in accordance with any written agreement between Mortower and Landor or apposite law.

payments may no longer be required, at the option of Lender, if a mortgage insurance coverage (in the amount and for the period

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, 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.

DPS 1083
Form 3014 9/90
Initials: *MCH*

UNOFFICIAL COPY

Form 3014-8/80

DPS 1986

My Commission Expires: **S/13/95**
My Commission Expires: **S/13/95**
County Public, State of Illinois
Pamela A. Hurl
This instrument was prepared by
Official Seal

Given under my hand and official seal, this **26** day of **October**, 19**85**.
Signed and delivered the said instrument at **THEIR** free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **The**
personally known to me to be the same person(s) whose name(s)

in, GARRY E. HOWARD AND BARBARA HOWARD, HUSBAND AND WIFE
I, **STATE OF ILLINOIS, COOK COUNTY**, a Notary Public in and for said county and state do hereby certify
Counties:

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

BARBARA HOWARD

-Witness:
(Seal)

GARRY E. HOWARD

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

- (Check applicable boxes.)
- 1-4 Family Rider
 Condominium Rider
 Biweekly Payment Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Balloon Rider
 Grandfathered Payment Rider
 Adjustable Rate Rider
 Other(s) [Specify]

These covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
this instrument. If one or more riders are executed by Borrower and recorded together with this
Rider(s), the Security Instrument. If one or more riders are executed by Borrower and recorded together with this

32910721

359343