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JEFICHMUNESPERSON 93915887 309 North Seymann Mundellin III Gooba

(Space Above This Line For Recording Data)

The mortgagor InTHOMAS A. LO	J Institument's is diven on	
	y Instrument") is given on November 1st, 1993 RIG AND MARY E. LORIG, HUSBAND AND WIFE	
	PRATION, IT'S SUCCESSORS AND/OR ASSIGNS	("Borrower"). This Security Instrument is given to , which is organized and existing , and whose address is , "Lender").
Borrower owes Lender the princip Eighty Eight Thousand and 00/1	oal sum of	
DoBare (U.S. \$ 00 0.00	). This debt is evidenced by Borrower' his payments, with the full debt, if not paid eather, due	's note dated the same date as this Security Instrument
and modifications of the North (C) the purpose, Borrower does nerse in ing described property located in	b) the payment of all other sums, with interest, advan- enformance of Borrower's covenants and agreements nortgage, grant and convey to Lender and Linder's s COOK	by the Note, with interest, and all renewals, extensions need under paragraph 7 to protect the security of this a under this Security Instrument and the Note. For this successors and assigns, with power of sale, the follow——————————————————————————————————
DOCUMENT 22650177, AND PAR BEING A SUBDIVISION OF PART PALATIME ESTATES SUBDIVISI BLOCK 32 IN HOWIE IN THE HIL IN THE NORTH WEST 1/4 OF SA	VAC/1"D STREETS, ACCORDING TO ITS OF HOWE IN THE HILLS UNIT 2, IS OF SECTIO", 19 AND PARTS OF ON, A RESUMDIVISION OF LOT 12, LS UNIT 2, BEILG A MUDDIVISION	939 <b>1</b> 5887
PIN# 02-19-133-025	93915887	T\$0011 TRAN 8078 11/10/93 09:29:0  \$2779 \$ \times -93-915887  COOK COUNTY RECORDER
	0,	

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 seleed of the setale 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 warrings 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 united variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and insurance. Subject to applicable law or it 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") ior: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower'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 evic. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable to provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any Interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form - G000022 (7/20/92)

Form 3014 9/90 Initials: \_\_\_\_\_\_

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Funds. Lender shall give to Formwar, althout of ergol an analysis common of the Funds, showing crallits and debits to the Funds and the purpose for which each debit of the Funds was made. The Funds algebraicant as additional according for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds hold by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds 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 as a credit against the sums secured by this Security Instrument.

- 3. Application 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.
- 4. Charges; Liens. Borrower shall pay all taxes, secesiments, charges, tines and impositions attributable to 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 turnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly turnish to Lender receipts evidencing the payments.

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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. It Lender determines that arm part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower rule satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or P. perty 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 directly be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower tails 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 'one vals shall be acceptable to Lender and thall include a stantlard mortgage clause. Lender shall have the right to hold the policies and revervals. 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 other wish egree in writing, insurance proceeds shall be applied to restoration or repair of the Property darnaged, if the restoration or repair is economically leasible or Lender's security would be insurance proceeds shall be applied to the eurosecured by this Security instrument, whether or not then due, with any excise; aid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance can enhall 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 polick's 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.

- 8. 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 within sixty days after the execution of this Security Instrument otherwise agrees in writing, which consent shall not be unreasonably with nelf, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, which property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, which are begun that in Lander's good faith judgment could result in toffeiture of the Property or otherwise materially invited. The lien created by this Security Instrument or Lander's security interest. Borrower may cure such a default and reinstate, as provided is purgash 18, by causing the action or proceeding to be dismissed with a rulling that, in Lender's good faith determination, precludes for fixure of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lander's security intrust. Borrower shall also be in default if Borrower, during the loan application process, gave materially islae or inaccurate information of shallow in the property as a principal residence. If this Security Instrument in an aleasehold, Borrower shall corrigly with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and in the shall not merge unless Landor agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower falls to perform the coverants 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 Londer may co and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Londer's actions may include; aying any sums secured by a like which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and enturing 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 accurring this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar 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 seture? by this Security instrument, Borrower shall pay the premiume required to maintain the mortgage insurance in effect. If, for any rease n, 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 elternate 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 previously in effect, as the option of Lender, if mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as 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.
- 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 fleu of condemnation, are hereby assigned and shall be paid to Lender.

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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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums 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 condemner offers to make an award or settle a claim for damages, Borrower tails to respond to Lander 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 Lander Not a Walver. 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 of 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, and the sums secured by Lender in exercising any right or remedy.
- 12. Successors and passigns Bound; Joint and Several Liability; Co-alginers. The covenants and agreements of this Security Instrument shall bind and passiff the successors and assigns of Lender and Borrower, subject to the provisions of parsgraph 17. Borrower's covenants and agreements of all be joint and several. Any Borrower who co-algins this Security Instrument but does not execute the Note: (a) is co-algining this Security Instrument; only to mortgage, grant and convey that Borrower's inforest in the Proporty 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, nothing, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secure I by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other I can charge collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be redu set by the amount nocessary to reduce the charge to the permitted limit; 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 Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment of any under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this 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 or 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 or the Note 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 conflicting provision. To this end the provisions of this Security Instrument and the Note are de tared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the No e and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any par' 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 Lander'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 in summent.
- If Lander 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 malled 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 permit et by this Security Instrument without further notice or demand on Borrower,
- 18. Borrower's Right to Reinstata. If Borrower meets cortain 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 lew may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) or try of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander all sums which then would be due to do 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.

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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 givo 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

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 peticides 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 containing asbestos." tal protection.

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

NON-UNIFORM COVENANTS. Borrower and Lander 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 and sale of the Property. The notice shall furth or inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date aspectified 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 invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all (xip) noes incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys.

22. Release. Upon ps //ent of all sums secured by this Security Instrument, Lendor shall release this Security Instrument without charge to Borrower. Borro ver shall pay any recordation costs.

23. Walvers. Borrower waives all rights of home	stead exemption in the Property.
agreements of this Security Instrument as if the nijer(s) we	or more riders are executed by Borrower and recorded together with this Security rider shall be incorporated into and shall amend and supplement the covenants and are a part of this Security Instrument.
[Check applicable box(es)]	7 - 1 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2
Adjustable Rate Rider	Condoninium Rider
Graduated Payment Rider	Panneci Unit Development Rider Biweekly Payment Rider
Balloon Rider	Rate In convernent Rider Second Home Rider
V.A. Rider	Other (n) (anealty)
BY SIGNING BELOW, Borrower accepts and agrider(s) executed by Borrower and recorded with it.	ees to the terms and covenants contained in this Security Instrument and in any
Witnesses:	(Seal) a. (Seal)
	THOMAS A. LOF IG -Borrower
	KW 30-5;
	(Seal)
	MARY E. LORIG -Borrower
	(Seal)
	-Воггоwer
	(Seal)
	-Вопоwer
Lake JB	
STATE OF ILLINOIS COOK.  1. HELEN M. BULICEK	County sa:
I, HELEN M. BULICEK that THOMAS A LORIG AND MARY E LORIG , HA	a Notary Public in and for said county and state do hereby certify (SBAND AND WIFE
, ,,	personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before m	
signed and delivered the said instrument as +//E/A	free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 1at	day of November, 1993
My Commission Expires: 4//3/96	Delen In. Bulicit
talk contemporal Exhines ( ) ) ) ) b	Natary Public Community
This Instrument was prepared by: GALLAGHER FINANCIA	)