## **UNOFFICIAL COPY**

93973714

DEFT-01 RECORDING

\$31.50

T#0000 TRAN 5206 11/30/93 15:35:00 #9738 # #-93-973714

COOK COUNTY RECORDER

Space Above This Line for Recording Date

CMC NO. 0001236009

#### MORTGAGE

IHIS MORTGAGE ("Securia Instrument") is given on

The mortgager is

ALGIS E. HERMANAS and ROBERTA K. HERMANAS HIS 2//2

95073714

Therrower . The Security In trament region to Crown Mor

which is organized and existing under the laws of the State of Illinois

, and whise

6141 W. 95th Street Oak Lawn, It 60453 ("I ende"). Bornover over I ender the principal sum of

NINETY SEVEN THOUSAND THREE HUNDRED & 00/100 \*\*\*\*\*\*

97,300,00 ). 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 destroy not paid earlier, due and payable on . This Security Instrument secures to Leavest (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 Society Instrument; and felthe performance of Borrower's covenants and agreements under this Security Instrument and the Note, For this purpose. Horrower does hereby mortgage, grant and convey to Lender the following described property located in

LOT 2 IN BLOCK 57 IN ROBERT BARTLETT'S HOMESTEAD DEVELOPMENT NO. 8, BEING SUBDIVISION OF THAT PART OF THE WEST 3/5 OF THE EAST 5/8 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, PANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. WHICH LIES SOUTH OF THE SOUTH LINE OF WEST 119TH STREET AS HERETOFORE DEDICATED ACCORDING TO THE PLAT RECORDED DECEMBER 1, 1937 AS DOCUMENT 12089644 IN COOK COUNTY, ILLINOIS.

TAX ID NO. 24-30-130-002-0000

TAX ID NO.

TAX ID NO

which has the address of 12213 SOUTH 69TH, COURT, PALOS HEIGHTS ("Property Address") llimois 60463

Tip (ide)

ILLINOIS-Single Family-FrancyFhrmic Uniform Instrument Form 3014 CONTRACTOR CONTRACTOR

VARP MORTGAGE FORMS . 313/293-8100 . (800/521-729)



TOGETHER WITH all the improvements now or hereafter elected in the property, and all easements

appurtenances, and fixtures now or hereafter a part of the property. All replacements and addition. It has 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 seised of the e-tate hereby conveyed or 1 to the cight to mortgage, grant and convey the Property and that the Property is unencumbered, except for an ordering of two ord. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

HIS 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.

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. Joe under the Note.

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 doe under the Note, until the Note is paid in full, a sum ("Funds") form (a) yearly taxes and assessments which may attain priority over this Security to aroment to a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property resurrance premiums (d) yearly flowd in or once premiums, if any; (e) yearly mortgage insurance premiums, if any; and I any sum regable 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 anyount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal kind Estate Settlement Procedures Act of 1974 as amended from time to time, 12.1.8.0 Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, I ender may at any time, collect and hold Funds in an amount not to exceed the lesser amount. I ender 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 I ender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Foron Home, I ender may not charge increases for holding and applying the Funds, annually analysing the excess account, or verifying the Excess Homes, or less I ender pays Borrower interest on the Funds and applicable law permits I ender to make such a charge. However, I under 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 law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. I ender 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 Funds. Lender shall give to Borrower, with our charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit, on the Funds was made. The Funds are pledged as

additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, I ender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held 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.

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 Foperty. Fender, 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 I 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, assessments, charges, fines 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 furnish to I ender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish

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 I ender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the I ender'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. If Lender determines that any 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 lier. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Form 3014 9/90

#### UNOFFICIAL COPY CMC NO. 0001236099

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 hall be closen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage Jescobed above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph."

All insurance policies and renewals shall be acceptable to Lender and shall include a statefard mortgage clause. I ender shall have the right to hold the policies and renewals. If I ender requires, Borrower shall promptly give to I ender 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 I ender 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 I ender'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 occurred by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandos, the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a caim, 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 of two

I niew I ender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the pointhly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by I ender, 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 soms secured by

this Security Instrument immediately prior to the acquisition.

6. Occupancy: Preservation, Maintenance and Protection of the Property: Borrower's Loan Application: Leaseholds, Horrower shall occupy, establish and use the Property as Horrower'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 contrancy, unless I ender otherwise agrees in writing, which consent shall not be imreasonably withheld, or unless extenuating arcumstances exist which are beyond Regioner's control. Borrower shall not destroy, damage or impair the Property, a low the Property to deteriorate, or commit waste on the Property. Horrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that it I ender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lies created by this Security Instrument or Lender's security interest. Horrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be of missed with a ruling that, in Lender's good faith determination, precipies, 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. Bullower shall also be in default if Borrower, during the lean application process, gave materially false or inaccurate information or statements to Lender for falled to provide Lender with any material information) in connection with the non-videnced 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. Horrower shall comply with all the provisions of the mase. 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 commants 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 bankrupte), probate, for condemnation or forfeithte or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of dr. 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 dishused by Lender under this paragraph? shall become additional debt of Borrower secured by this becurity Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dishursement 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 insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower dial may to I ender each month a sum equal to one twelfth of the yearly mortgage insurance premium being put its Borrower when the insurance coverage capsed or ceased to be in effect. Lender will accept use and retain these tayment as a one or across in lieu of mortgage insurance. Loss reserve payments may to langer be required.

Form 3014 9/90 2001/2015 Lit Ale at the option of Lender, Contrage insurance coverage and the amount of the period that Lender response 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, 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 or a 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 others 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; Forbearine: 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 proceed lings 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 endemand made by the original Borrower or Borrower's successors in interest. Any forbeatance 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 sold and several. Any Borrower with coverigns this Security Instrument but does not execute the Note: (a) is coverign this Security Instrument only so mortgage, or grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; the 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, forbear or make any accommodations with egard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured 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 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 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 making a direct payment to Borrower. If a refund reduces principal, the reduction

will be created as a partial prepayment without any prepayment charge 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 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 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 declared to be severable.

Form 3014 9/90

### **UNOFFICIAL COPY**

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 of any part of the Property or any interest in it is soid or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without I ender'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 I ender 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 thi. 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 for 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. These 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 a coursed; (b) cores 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' fee; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, I ender'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 has rument 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 toke its 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 no tice 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 no 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, lansuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Invironmental 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 H. cardous Substance affecting the Property is

necessary. Borrower shall promptly take all necessary remedial actions in according to with Invironmental Law

As used in this paragraph 20. Hazardous Substances" are those substances drine d as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flam nable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20. Tim ironmental Law means federal laws and laws or the furi-diction where the Property is located that relate to health, safety or environmental protection.

NON/UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follow of

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 A poin payment of all sums secured by this Security Instrument, Lender shall release this Security

In terment without forge to Borrower Borrower shall pay any recordation costs.

23 Waiver of Homestead. Burrower walves all right of homestead exemption in the Property

form 3816 9/99

# UNOFFICIAL COPY CMC NO. 0001236009

90073744	with this Security Instrument, the covenants and agreement amend and supplement the covenants and agreements of the Security Instrument, [Check applicable box(es)]  Adjustable Rate Rider  Condominion		
	Graduated Payment Rider Balloon Rider V.A. Rider Pate Improve	rement Rider Siweekly Payment Rider Second Home Rider	
	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:	Mr & Sin _ (Seal)	
		11	
		ALGIS E. HIRNANAS	
		Roberto XO Hernango (Seal)	
		ROBERTA K. HERMANAS His Wife -Burrower	
		NODER CR. N. MENNANDOS STOTE	
	(Scal)	(Seal)	
	-Borrower	-Bostower	
	STATE OF ILLINOIS. Cook	County ss:	
	1. Ann 14. Dobrinski a Notary Public in and for said county and state do hereby certify that ALGIS E. HERMANAS and ROBERTA K. HERMANAS		
	personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they?  he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.		
	Viven under my hand and official scal, this 19  OFFICIAL SEAL "	day of November 1993	
	MY LOCAL SEIGH EXTRES 1/25/95	Notary Public	
	the indiminer was believed in	Form 3014 - 9/90	
	Crown Mortgage Co. Page 6		