

# UNOFFICIAL COPY

PREPARED BY AND MAILED BY:

FORM # 3014-90

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
MAYWOOD, ILLINOIS 60153

93999469

3386

{Space Above This Line for Recording Data}

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 20th, 1993

The mortgagor is

WILLIAM G. CARROLL and  
KATHLEEN J. CARROLL, NOT AS TENANTS IN COMMON, NOT AS JOINT  
TENANTS BUT AS TENANTS BY THE ENTIRETY

("Borrower"). This Security Instrument is given to  
THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of  
address is 1115 RIDGE ROAD  
LANSING, ILLINOIS 60438  
TWO HUNDRED THREE THOUSAND \$ 00/100

THE UNITED STATES OF AMERICA

, and whose

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 203,000.00).

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 January 1, 2009. 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 TAX ID # 27 29 213-001 VOLUME 147 COOK County, Illinois.  
APT 31 IN MALLARD LANDINGS UNIT 3, BEING A SUBDIVISION OF PART OF THE EAST 1/2  
OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
APT 31 IN MALLARD LANDINGS UNIT 3, BEING A SUBDIVISION OF PART OF THE EAST 1/2  
OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1993 DEC -7 PM 2:08

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which has the address of 1115 RIDGE DRIVE, LANE  
Illinois 60438 (Property Address).

[Zip Code]

ORLAND PARK

[Street, City]

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

VMP -6R(IL) (9105) 8606200

VMP MORTGAGE FORMS (312)293-8100 (800)521-7291

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Amended 5-91

Initials  
KJG  
KJG  
KJG

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Form 3914-9190

Journal of Oral

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However, such problems did largely not affect our study since the two studies had no influence over the outcome of the intervention.

4. (changes) leases. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property.

**X. Application of This Agreement.** Unless applicable law provides otherwise, all payments received or to be made 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 (with or without principal due); and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the funds held by Landor exceed the amounts permitted to be held by applicable law, Landor shall account to Horntower for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Landor at any time is not sufficient to pay the lawful debts within due, Landor may so notify Horntower in writing; and, in such case Horntower shall pay off Landor the amount necessary to make up the deficiency; Horntower shall make up the deficiency in no more than twelve months from the date of Landor's sale of disposition.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including the Federal Home Loan Bank) in accordance with applicable law.

Из списка, запечатленного в архивах, я избрал для анализа пять первых из пятидесяти, из которых восьмой и девятый

principle of and interest in triplex and duplex leases; however, such plainly goes where the Note and any preparation and late charges due under the Note.

(INITIORI GOVERNANTS). Borrower and Lender covenant and agree as follows:

THIS SECRETILITY INSTRUMENT combines uniform covariants for national use and non-uniform covariants with limited application by authorized persons in their respective instrumental government for their real property.

**WORKPOWER CONTRACTS** that Workpower is lawfully seized of the estate hereby conveyed and has the right to mortgag[e].

anywhere in the world in the highest merchantable condition. All replacement charges shall also be covered by this Security Instrument.

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**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 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

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**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located in the event that any provision of this Security Instrument or the Note is held to violate federal, state or local law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be construed with applicable law.

[4] **Notes.** Any notice to borrowers provided for in this Security Instrument shall be given by delivering it or by mailing it to the address set forth in the note or in the manner specified in the note or in this instrument.

ANSWER

13. **Joint Committee.** If the joint committee is unable to reach agreement on a few articles as indicated in clause 12, joint law is jointly implemented by the two countries without prior consultation.

If the above figures are not acceptable to the lessor, he may deduct from the rent the amount of such damage, and the remainder of the rent paid by the lessee shall be retained by the lessor.

16. **(Undamnation).** 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 convenience in lieu of condemnation, are hereby assigned and

9. Inspection. Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give prior notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

payments may no longer be required, at the option of Landlord, if insurance coverage ceases to cover the period that Landlord requires, provided by an insurer approved by Landlord again becomes available and is obtained. Borrower shall pay the premium required to maintain insurance in effect, or to provide a loss reserve, until the requirement for insurance ends in accordance with written agreement between Borrower and Lender or applicable law.

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**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 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: (i) 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 (ii) 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 advised 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.

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Form 3014 9/90

This instrument was prepared by [Signature]  
RECEIVED FROM THE ATTORNEY GENERAL  
THIS INSTRUMENT WAS PREPARED BY [Signature]  
RECEIVED AND APPROVED INTO THE RECORDS OF THE  
SECURITY INSTRUMENTS SECTION OF THE ATTORNEY GENERAL'S OFFICE  
AT THE DATE OF THIS SECURITY INSTRUMENT  
Given under my hand and affixed seal this 24th day of April 1990  
Signed and delivered the said instrument as true and voluntary act, for the uses and purposes herein set forth  
and delivered to the foregoing attorney, appeared before me this day in person, and acknowledged that he  
'personally known to me to be the same person(s) whose name(s)

a Notary Public in and for said county and state do hereby certify that

Courtesy seal

RECEIVED

STATE OF ILLINOIS

Notarized  
(Seal)

Notarized  
(Seal)

Notarized  
(Seal)

KATHLEEN D. CARROLL

Notarized  
(Seal)

MARIA M. G. CARROLL

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in  
any riders executed by Borrower and recorded with it.

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23. 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 this Security Instrument as of the riders were a part of this Security Instrument and supplemental to the covenants and agreements of each such rider shall be incorporated into and shall amend and supersede the covenants and agreements of this Security Instrument as of the date of this Security Instrument.
- If there are applicable boxes) [checkboxes]
- Adjustable Rate Rider
  - Annual Premium Rider
  - Biweekly Payment Rider
  - Biweekly Interest Rider
  - Fixed Term Prepayment Rider
  - Fixed Premium Rider
  - Index Rider
  - Interest Only Rider
  - Monthly Premium Rider
  - Second Home Rider
  - Special Rider
  - Variable Rider

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06/06/200

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29th day of November 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

THE FIRST NATIONAL BANK OF CHICAGO

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

10550 WOOD DUCK LANE ORLAND PARK, ILLINOIS 60462

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration").

The Property is a part of a planned unit development known as  
MALLARD LANDINGS

[Name of Planned Unit Development]

(the "PUD") The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE PUD RIDER - Single Family • Fontaine Maus/Findle Maus UNIFORM INSTRUMENT

Form 3180-D/00

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