

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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MAIL TO:

This instrument was prepared by: FMB., N. A.  
P. O. BOX 686  
MUNDELEIN, ILLINOIS 60060

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 8, 1993. The mortgagor is SALLY E. KAWAMOTO, a widow.

("Borrower"). This Security Instrument is given to FIRST MIDWEST BANK, NATIONAL ASSOCIATION,

which is organized and existing under the law of THE STATE OF ILLINOIS, and whose address is 214 W. WASHINGTON STREET, WEAKEGAN, ILLINOIS 60085. ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY EIGHT THOUSAND AND NO/100\*\*\*\*\* Dollars (U.S. \$ 128,000.00). 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 MARCH 8, 1993. 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:

THE NORTH ONE-HALF (1/2) OF LOT SEVEN (7) AND ALL OF LOT EIGHT (8) AND THE SOUTH TWENTY (20) FEET OF LOT NINE (9) IN SCHLEITER'S ADDITION TO NORWOOD PARK, IN THE NORTHEAST QUARTER (1/4) OF SECTION ONE (1), TOWNSHIP FORTY (40) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #12-01-215-101

which has the address of 6131 N. OL'COTT  
(Street)

CHICAGO

(City)

Illinois 60631 ("Property Address");  
(Zip Code)

ILLINOIS—Single Family—Pennie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6 pages)

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-367-3341) FORM MD-L4, 2/89

SHK

CHICAGO TITLE INSURANCE

BOX 333

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BANKERS SYSTEMS, INC., 97 CLOUD, MM 6000 (1-00-307-221) Form No. 1-2691

Form 301A 890 (page 2 of 6 pages)

substantially the lien or take one of more of the actions set forth above within 10 days of the giving of notice. Borrower shall notify over this Security Instrument, Lender may file Borrower a notice identifying the lien. Borrower shall pay attorney's fees to the holder of the lien in, legal proceedings which in good faith prevent the enforcement of the lien; or (c) securer from the holder of the lien in agreement satisfactory to Lender to which the lien by, or demands against a party other than the obligor to whom secured by the lien in a manner acceptable to Lender, (b) consents in good faith to writing to the payee of the instrument secured by the lien in a manner acceptable to Lender, (a) agrees in writing to die payment of the instrument unless Borrower shall promptly discharge fully this Security Instrument unless Borrower: (a)

the payments. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this payment. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of nonuse to be paid under time directly to the person owed payment. Borrower shall provide in paragraph 2, or if not paid in this manner, Borrower shall pay these obligations in the manner provided in paragraph 2, and lessehold payments shall pay them on property which may attain priority over this Security Instrument, and lessehold payments of ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, and leases and impositions distributable to the charges; Lien, to Lender, to Lender, to any late charges due under the Note.

4. Charges; Paragraph 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

secured by this Security Instrument.

Funds held by Lender, shall apply any Funds held by Lender at the time of acquisition of, sale as a credit against the sums

due upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

depreciation in no more than twelve monthly payments, at Lender's sole discretion.

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

amount necessary to pay the Escrow items, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted in the held by applicable law, Lender shall account to

this Security Instrument.

The Funds shall be held to the Fund was made. The Funds are pledged as additional security for all sums secured by purpose for which each debt to the Funds was made. Lender may release the Fund and debits to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the amounts in the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender agrees or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or

agreement is made or reported elsewhere law provides interest on this loan, unless applicable law provides otherwise, unless an estate tax reporting service used by Lender to pay a one-time charge for an independent law

Lender to make such a charge. However, unless Lender may require Borrower to pay a one-time charge for an independent law

account, or verify the Escrow items, Lender may hold funds until application of the Funds to pay the Escrow items, annually applying the Funds to pay the Escrow items, Lender is such in its discretion) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay

(including Lender, if Lender is such in its discretion) or in any state institution who has issued by a federal agency, instrumentality, or entity

The Funds shall be held in an account whose deposits are insured by a state insurance fund, or

reasonable estimates of expenditure, of future Escrow items or otherwise in accordance with applicable law.

amount not to exceed the lesser of four, Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an

Estate Settlement Proceedings Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Real items are called "Escrow items." Lender may hold Funds in an amount not to exceed the maximum

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 payables by Borrower to

loan of insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to

leasehold payees or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly

yearly taxes and assessments which may attach Priority over this Security Instrument as a lien on the Property; (b) yearly

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a)

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the principal of and interest on the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due

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

This Security Instrument combines uniform security instruments for national use and non-uniform covenants with limited

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

Borrower owns instruments that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Together with all the improvements now or hereafter erected on the property, All replacements and additions shall also be covered by this Security

and fixtures now or hereafter a part of the property. All replacements on the property, and all easements, appurtenances,

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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

Form 3014-890 (page 3 of 6 pages)

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Form 3014-900 (page 4 of 6 pages)

BANKERS SYSTEMS, INC., 97 CLOUD MIN 96302 (1-800-387-8241) FORM NO. 1A 2001

be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are quieted in which the Property is located, in the event that any other provision of this Security Instrument or the Note can conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

15. **Covering Law; Severability.** This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any other provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

16. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by Federal law and the law of the state in which the Property is located to Lender at address stated herein or any other address Lender designates by notice to Lender. Any notice provided for in this Security instrument shall be given by Federal law and the law of the state in which the Property is located to Lender when given as provided below.

Property Address or any other address Borrower designates by notice to Lender shall be given by first 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 provides for in this Security instrument or by telephone if or by facsimile to Lender's address or by telephone if or by facsimile to Lender when given as provided below.

17. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by Federal law and the law of the state in which the Property is located to Lender at address stated herein or any other address Lender provides for in this Security instrument when given as provided below.

Notice by telephone shall be given by telephone to Lender when given as provided below.

Notice by facsimile shall be given by facsimile to Lender when given as provided below.

Notice by mail shall be given by first class mail unless applicable law requires use of another method. The notice shall be directed to Lender at address stated herein or any other address Lender provides for in this Security instrument when given as provided below.

Notice by telephone shall be given by telephone to Lender when given as provided below.

Notice by facsimile shall be given by facsimile to Lender when given as provided below.

18. **Loan Charges.** If the loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan exceeded the permitted limits, and (b) any sums already collected from Borrower which exceed the limits will be charged to the permitted limits.

19. **Prepayment.** Lender may choose to make this Security instrument without any prepayment fee.

20. **Waiver.** Lender may waive any provision of this Security instrument or the Note.

21. **Waiver of Prejudice.** Lender waives any right of remedy available to Lender in the event of any breach of this Security instrument or the Note.

22. **Waiver of Subrogation.** Lender waives any right of remedy available to Lender in the event of any breach of this Security instrument or the Note.

23. **Waiver of Subrogation.** Lender waives any right of remedy available to Lender in the event of any breach of this Security instrument or the Note.

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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: (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.

Form 3014-B/00 (page 5 of 6 pages)

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

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) (specify)      |   |   |

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

X Sally H. Kawamoto ..... (Seal)  
SALLY H. KAWAMOTO -Borrower

Social Security Number ..... 537-16-8481

..... (Seal)  
-Borrower

Social Security Number .....

\_\_\_\_\_  
[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, ..... LAKE ..... County ss:

I, ..... THE UNDERSIGNED, a Notary Public in and for said county and state, certify that ..... SALLY H. KAWAMOTO, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... he signed and delivered the instrument as ..... her, free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8<sup>th</sup> day of January, 1993.

My Commission expires:

"OFFICIAL SEAL"

Robert A. Fisher

Notary Public, State of Illinois  
My Commission Expires 12/16/94

Notary Public