

UNOFFICIAL COPY

S133655C
JMB RUSH

93105038

020009246

[Space Above This Line for Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 29TH, day of JANUARY, 1993. The mortgagor is THOMAS D DALY A SINGLE PERSON AND LYNETTE POWLEY A SINGLE PERSON

("Borrower"). This Security Instrument is given to MORTGAGE CAPITAL CORPORATION which is organized and existing under the laws of Minnesota, and whose address is 111 E. KELLOGG BLVD., ST. PAUL MN 55101, ("Lender"). Borrower owes Lender the principal sum of NINETY SIX THOUSAND AND NO/100 DOLLARS (U.S. \$ 96,000.00). 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 the first day of FEBRUARY, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 10 IN BLOCK 1 IN WARREN J. PETER'S ADDITION TO RIDGELAND GARDENS, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 1450983.

DEPT-01 RECORDING \$31.50
T#5553 TRAN 7052 02/09/93 09:40:00
\$6344 + *-93-105038
COOK COUNTY RECORDER

PIN # 24-17-301-009

which has the address of 10737 S LOMBARD AVENUE,
(Street)
("Property Address");

CHICAGO RIDGE
(City)

Illinois 60415-
(Zip Code)

31/00

800-333-3636
www.cookcountyclerks.com

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now 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 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.

THIS 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.

UNOFFICIAL COPY

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 to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may 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 seq. ("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 law 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 Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to 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, Lender 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 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, 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 Lender 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 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. 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 lien. Borrower shall 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 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.

UNOFFICIAL COPY

881063

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, which 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 thereafter shall be equal to or greater than the amount of the fair market value before the taking; a taking of the sums secured by the Property in which any balance left after the taking, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions:

(a) the total amount of the sums secured by the Property before the taking, divided by (b) the following fractions:

SecuritY Instruments shall be reduced by the amount of the proceeds unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise requires, 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 instrument, either to make a claim for damages, Borrower failed to respond to the notice within 30 days after the date the notice is given, Lender is authorized to sell Borrower's interest in the Property to satisfy the instrument, Lender may offer to make a partial payment of such amount of the instrument as Lender may demand made by the original Borrower's successor in interest to extend time for payment of the original Borrower to another individual Borrower, subject to the provisions of paragraphs 17, Borrower's successors and agreements of Lender and Borrower who co-sign this Security Instrument but does not execute the note; (c) if a modifi cation of the instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's successors and assigns of Lender and Borrower who co-sign this Security Instrument but does not execute the note;

11. Borrower Note Recalled: Forbearance by Lender Not a Waiver. Extension of the time for payment of or extension of any right of remedy.

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 of change in instrument, whether or not such due.

If it is option, either to reschedule or repay of the Property or to the sums secured by this Security instrument, either to make a claim for damages, Borrower failed to respond to the notice within 30 days after the date the notice is given, Lender is authorized to sell Borrower's interest in the Property to satisfy the instrument, Lender may offer to make a partial payment of such amount of the instrument as Lender may demand made by the original Borrower's successor in interest to extend time for payment of the original Borrower to another individual Borrower, subject to the provisions of paragraphs 17, Borrower's successors and assigns of Lender and Borrower who co-sign this Security Instrument but does not execute the note;

12. Successors and Assigns: 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 successors and assigns of Lender and Borrower who co-sign this Security Instrument but does not execute the note.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a loan which sets maximum loan charges, and that is finally interpreted so that the interest of other loan charges and servicing fees or by switching to first class mail unless applicable law requires use of another method, the notice shall be directed to the property address unless designated by notice of another method.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by telephone any prepayment charge under the Note.

15. Governing Law: Severability: Property is located in which the lender shall be governed by this parol evidence rule. Any notice provided for in this Security Instrument or any other provision of this Security Instrument or the Note concerning the SecuritY Instruments or the Note which can be given effect without regard to the Note, such conflict shall not affect other law of this jurisdiction.

16. Borrower's Copy. Borrower shall be given one conformal copy of the Note and of this SecuritY Instruments.

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 for a benefit interest in Borrower, if sold or transferred and Borrower is not a natural person interest lender's prior written consent, lender may, at his option shall give the Borrower notice of acceleration. The notice shall be exercised during the period of not less than 30 days from the date the notice is delivered or provided music pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this option, lender shall give the Borrower notice of acceleration, the notice shall be exercised during the period of not less than 30 days from the date the notice is delivered or provided music pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this option, lender may invoke any remedies permitted by this SecuritY Instruments to the extent of demand on Borrower.

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

Marilyn Marshall
Witness:

Marilyn Marshall
Witness:

Thomas D. Daly
(Seal)
THOMAS D DALY
Social Security : 337745992

-Borrower

Lynette Powley
(Seal)
LYNETTE POWLEY
Social Security : 331380717

-Borrower

Social Security :

(Seal)
Social Security :

STATE OF ILLINOIS, COOK County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that
THOMAS D DALY A SINGLE PERSON AND
LYNETTE POWLEY A SINGLE PERSON

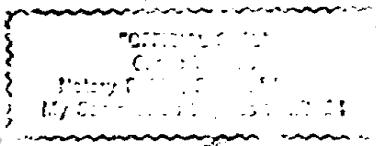
personality known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official Seal this 29TH day of JANUARY A.D. 1993.

My Commission expires: 9/30/94

Cassie Anderson
Notary Public

This instrument was prepared by MORTGAGE CAPITAL CORPORATION,
111 East Woodfield Road, Suite 240, Schaumburg, IL 60173.



(Space Below This Line Reserved For Lender and Recorder)

Record and Return to:

MORTGAGE CAPITAL CORPORATION
111 E. KELLOGG BOULEVARD, SUITE 215
ST. PAUL, MN 55101
ATTN: LISA CHASE

901000038

PAGE 6 OF 6

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3014 9/90
INITIALS: TDD/P

CLODC927 (05/91)

UNOFFICIAL COPY

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.

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"/> V.A. RIDER | <input type="checkbox"/> Other(s) (specify) | |

8638
C-1