

# UNOFFICIAL COPY

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DEPT-11 RECORD,T \$31.50  
780011 TRAN 0722 04/21/93 11:15:00  
\$4284 # \*-P3-295020  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 6, 1993  
The mortgagor is Ronald Smith and Carol Ann Smith, his wife

First National Bank of Illinois, a National Banking Assoc. ("Borrower"). This Security Instrument is given to  
which is organized and existing under the laws of United States of America , and whose address is  
3256 Ridge Road, Lansing, Illinois

Three Hundred Twenty Five Thousand and NO/100 ("Lender"). Borrower owes Lender the principal sum of  
Dollars (U.S. \$ 325,000.00 ). 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  
June 1, 2003 . 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 1 in Block 2 in Oak Glen Ridge Subdivision of Lot 2 of Block 2 and Lot 1 of  
Block 3 in Oak Glen Park Subdivision of the East 1/2 of the West 1/2 of the Northwest  
1/4 of Section 31, Township 36 North, Range 15, East of the Third Principal Meridian,  
in Cook County, Illinois

P.I.N. 30-31-113-001

3295020

which has the address of 2543-180th Street  
[Street]

Lansing  
(City)

Illinois 60438  
[Zip Code] ("Property Address");

ILLINOIS- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876 (8012)

Form 3014 9/90 (page 1 of 6 pages)  
Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-530-8380 □ FAX 810-791-1131  
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one of those set to move in the early days of the year.

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) consents in good faith the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien by, or defers agreement of the holder of the lien, legal proceedings which will prevent the enforcement of the lien by Lender under its security instrument or under any other instrument or contract relating to this Security Instrument.

4. Charges: Lenses, Borrower shall pay all taxes, assessments, charges, times and impositions, distributable 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 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 this payment.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under secured by this Security Instrument, 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any amounts paid in advance which may have been paid in excess of the amount due.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security Instrument.

exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expected increases of future receivable liens or otherwise in accordance with applicable law.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and insurance on the real property of the Notee, until the Note is paid in full, a sum ("Funds") for (a) year under an assessment which may alien property 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 pro rata insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower 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 lesser of the Funds held by Lender or \$200 per year, unless otherwise specified in the Note. Any time, Lender may amend the Note to increase the amount held by Lender by up to \$100 per year, unless otherwise specified in the Note. Funds held by Lender may be used to pay taxes and insurance premiums on the real property of the Notee, unless otherwise specified in the Note.

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

**THIS SECURITY INSTRUMENT** combines uniform coverments for national use and non-uniform coverments with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**BURKOWSKI COVINGTON'S MUR BURROWS IS TAKING ITS CASE TO THE STATE TAX COURT AND HAS FILED A PETITION FOR CERTIORARI.**

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREBEFORE EXISTING ON THE PROPERTY, AND IN ESCHEMES, APPLICATIONS,  
AND FIXTURES NOW OR HEREBEFORE EXISTING ON THE PROPERTY, ALL REPAIRS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY  
INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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

**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

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18. Borrower's Right to Release. If Borrower meets certain conditions, Borrower shall have the right to have agreement of his Security instrument disengaged in any time prior to the earliest of: (a) 5 days (or such other period as

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 of Borrower.

the date 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 either of the following shall occur:

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument, delivered to be severable.

13. **Guaranteeing Laws**: 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 clause of this Security Instrument or the Note are given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect.

in this Security Instrument shall be deemed to have been given to Bottwerer or Lender when given as provided in this paragraph.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address of any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail to Lender's address stated herein or by notice to Borrower. Any notice provided for in this Security Instrument shall be given by notice to Lender desig

prepayment charge under the Note. If a refund reduces principal, the reduction will be treated as a partial prepayment without any direct payment to Borrower.

**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 the borrower which exceed permitted limits will be refunded to the borrower. Under any law which permits the principal owed under the Note or by making the

12. Security Instruments and Assessments Board; if not and severable; the coverings and agreements of the provisions of

11. Borrower Not Responsible for Breach of Warranty. Extension of the time for payment of principal and interest in accordance with this provision does not constitute a waiver of the right of the holder to sue for payment of principal and interest in accordance with the terms of the note.

unless Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend a sum secured by his Security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make the due.

Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking or otherwise provided, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums as received immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides.

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 which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sum 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:

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.

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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.

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

Lansing, IL 60438

(Address)

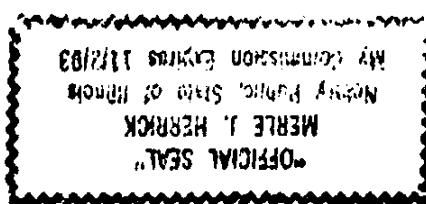
256 Ridge Rd.

(Name)

Pirst National Bank of Illinois

This instrument was prepared by

02056260



Notary Public

Merle J. Herrick

MERLE J. HERICK  
OFFICIAL SEAL

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/12/93

11/2/93

My Commission expires:

Given under my hand and official seal, this 6th day of April, 1993

forth,

and delivered the said instrument as **cheat** free and voluntary act, for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

, personally known to me to be the person(s) whose name(s) are

do hereby certify that Ronald Smith and Carol Ann Smith, his wife

, a Notary Public in and for said county and state,

1. Merle J. Herrick

STATE OF ILLINOIS, Cook

County ss:

Social Security Number 332 32 1309  
Carol Ann Smith Borrower  
(Seal)

Social Security Number 315 30 8262  
Ronald Smith  
(Seal)

Witnesses:

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).

Other(s) (Specify)

Balloon Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Adjustable Rate Rider

Conditional Rider

1-4 Family Rider

Rate Improvement Rider

Second Home Rider

(Check applicable box(es))

Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
This Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement the 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 Security Instrument as if the rider(s) were a part of this Security Instrument.

X