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AFTER RECORDING MAIL TO:

LaSalle Northwest National Bank
3945 N. Milwaukee Avenue
Chicago, IL 60641

COOK COUNTY, ILLINOIS
FILED FOR RECORD

APR 22 AM 10:49

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LOAN NO. 342488-5

3/m

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 13, 1993. The mortgagor is Richard J. Barich and Maureen E. Barich, His Wife

("Borrower").

This Security Instrument is given to LaSalle Northwest National Bank, A National Banking Association, which is organized and existing under the laws of the National Banking Association, and whose address is 3945 N. Milwaukee Ave., Chicago, IL 60641. ("Lender").

Borrower owes Lender the principal sum of One Hundred Forty Thousand Dollars and no/100 Dollars (U.S. \$140,000.00). 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 May 1st, 2008. 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 13 IN BLOCK 5 IN THE SUBDIVISION OF BLOCKS 4 AND 5 IN FOREST GLEN, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-09-213-012-0000

which has the address of

5020 W. Berwyn

Chicago

(Street)

(City)

Illinois 60630

("Property Address");

(Zip Code)

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.

CF 741282 019/ Norwich

COOK COUNTY Clerk's Office
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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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods 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.

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sums

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

Note are declared to be severable.

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

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the

as provided in this paragraph.

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

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

will be treated as a partial prepayment without any prepayment charge under the Note.

principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which

connector with the loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan

instrument or the Note without that Borrower's consent.

Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is

provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of

any right or remedy shall not be a waiver of or prejudice to the exercise of any right or remedy. demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or

payments. 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 such

Property or to the sums secured by this Security Instrument, whether or not then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

instrument whether or not the sums are then due. unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security

amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or taking of the Property in which the fair market value of the Property immediately before the taking is less than the

value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market

writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in

instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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.

00026206

NOTARY PUBLIC
LAURA ZIELINSKI
MY COMMISSION EXPIRES 11/30/11

NOTARY PUBLIC, STATE OF ILLINOIS
LAURA A. ZIELINSKI
MY COMMISSION EXPIRES 11/30/11

NOTARY PUBLIC, STATE OF ILLINOIS
LAURA A. ZIELINSKI
MY COMMISSION EXPIRES 11/30/11

Laura Zielinski

This instrument was prepared by:

My Commission expires:

Notary Public

STATE OF ILLINOIS, County ss: _____
I, the undersigned, Notary Public in and for said county and state do hereby certify that _____
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____
free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this _____ day of _____

[Handwritten signature]

[Space Below This Line For Acknowledgment]

(Seal) - Borrower

(Seal) - Borrower
Maureen E. Batrich

(Seal) - Borrower
Richard J. Batrich

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.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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)).

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