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PREPARED BY AND MAIL TO:

LOAN # 1735683

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

REC 797-98



93331044

[Space Above This Line For Recording Data]

MORTGAGE

DEPT-01 RECORDING \$31.50
T#1111 TRAN 9679 05/04/93 11:00:00
#7636 # *93-331044
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on APRIL 16th, 1993 . The mortgagor is

WILLIAM P. BRENNAN, BACHELOR and
SHERRI A. BERGETZ, SPINSTER

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

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 1048 WEST LAKE STREET
OAK PARK, IL 60301 ("Lender"). Borrower owes Lender the principal sum of
NINETY TWO THOUSAND TWO HUNDRED FIFTY & 00/100

93331044

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 1, 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 TAX ID #: 15-13-419-009 COOK County, Illinois:

LOT 37 AND THE SOUTH 10 FEET OF LOT 38 IN BLOCK 12 IN JOSEPH K. DUNLOP'S SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER AND THAT PART OF THE EAST HALF OF THE EAST HALF OF THE SOUTH WEST QUARTER LYING SOUTH EAST OF THE CENTER LINE OF DES PLAINES AVENUE N SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93331044

which has the address of 1020 THOMAS FOREST PARK [Street, City],
Illinois 60130 ("Property Address");
(Zip Code)

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

Page 1 of 6

Form 3014 9/90
Amended 5/91

ILL-GR(IL) (9105) 1735683

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

Initials: WPB
SAB

31.50

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be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

co-tenants with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be

jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note

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

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

address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or

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

under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to

permitted limit; and (h) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower.

exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan

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

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or

Borrower's interest in the Property under the terms of this Security Instrument; (d) is not personally obligated to pay the sums

Instrument but does not excuse the Note; (e) is co-signing this Security Instrument only to mortgage, grant and convey this Security

paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

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

right or remedy.

in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors

commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of

not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

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

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

by this Security Instrument, whether or not then due.

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an

sums secured by this Security Instrument whether or not the sums are then due.

Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless

taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the

the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the

Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security

value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

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

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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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.

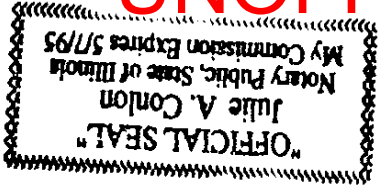
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Form 3614 9/90



Page 6 of 6
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 200
OAKBROOK, ILL. 60141

JENNIFER FORTNER
RECORD AND RETURN TO:
VMD-GR(ILL) (9105)

This instrument was prepared by:

My (Commission) Expires:

Given under my hand and official seal, this _____ day of _____, 1995, I, Julie A. Conlon, 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, signed and delivered the said instrument as _____.

STATE OF ILLINOIS, County ss: _____
I, Julie A. Conlon, 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, signed and delivered the said instrument as _____.

Borrower (Seal) _____
Borrower (Seal) _____
Borrower (Seal) _____
Borrower (Seal) _____
Borrower (Seal) _____
Borrower (Seal) _____

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.

- V.A. Rider
- Balloon Rider
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [Specify]
- 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 boxes)

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