

UNOFFICIAL COPY

PREPARED BY:
NICE HOPPER
CHICAGO, ILL 60614

93247632

COOK COUNTY, ILLINOIS
FILED FOR RECORD

SEND AND RETURN TO:

93 APR -5 PM 1:16

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TALMAN BANK FCB
2424 NORTH HARLEM AVENUE
CHICAGO, ILLINOIS 60634

93389442

APPROVED BY NICE HOPPER (Sign Above This Line For Recording Date)

MORTGAGE

342166-2

THE TERMS OF THIS LOAN
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on MARCH 23, 1993
BY DEB D. VEPRINSKY, BACARDIOL A/K/A YURI VEPRINSKY

The mortgagor is

THIS DOCUMENT IS BEING RE-RECORDED TO DEREGISTER THE PROPERTY
FROM TORRENS

This Security Instrument is given to
TALMAN BANK FCB

and whose
address is 2242 NORTH HARLEM
CHICAGO, ILLINOIS 60634
(\$119,000.00)
Dollars (\$ 119,000.00)
("Loan") borrower owes under the principal sum of

APRIL 1, 2000
This debt is evidenced by Borrower's note dated the same date as the Security Instrument ("Note"), which provides for
payments, with the full debt, if not paid earlier, due and payable on
This Security Instrument accrues to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
and modifications of the Note; (b) the payment of all other notes, with interest, advanced under paragraph (a) to
the maturity of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under the
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
description of property located in COOK County, Illinois

1/2 OF LOT 11 IN CHESTERFIELD WILES RESUBDIVISION UNIT 4
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Handwritten: dereg # 93337467

7112 GREENLEAF AVENUE, MILWAUKEE
WISCONSIN 53214

REC-01 RECORDING
15555 TRAM 3501
93 APR 5 1993
COOK COUNTY REC

Handwritten: 378

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, opportunities, 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 as 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 shall defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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 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 such payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which have a lien in priority over this Security Instrument as a lien on the Property; (b) yearly household 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 5. 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 where 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 prohibits 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 such debits to the Funds was made. The Funds are pledged as additional security for all debts secured by this Security Instrument.

If the Funds held by Lender exceed

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5. **Maintenace of 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 lightning, 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 void the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of said policies and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may accept 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 sum insured 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, 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 acquisition, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary 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, nor 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 fee created by this Security Instrument or Lender's security interest. Borrower may give notice of default and institute, 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 fee 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 for 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 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 bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and may cause to be done 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 the attorney's 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 mortgage insurance substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost 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 the amount 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 loan reserve in lieu of mortgage insurance. (Loan reserve is not a term of the Note.)

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17. **Acceleration.** If all or any part of the Property or any interest in it is sold or transferred to 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.

Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have acceleration 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. These conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays all expenses which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (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 terms 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 unimpaired. Upon reinstatement by Borrower, this Security Instrument and the acceleration provided 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.

18. **Note of Note; Change of Loan Servicer.** The Note is 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 mentioned in 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.

19. **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 use and 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, pesticides and herbicides, volatile solvents, material 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.

20. **HAZARDOUS SUBSTANCES.** 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; and (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-occurrence 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 including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Reinstatement.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument and the Note to Borrower. Borrower shall pay any recordation costs. Borrower waives all right of homestead exemption in the Property.

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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)

- Adjustable Rate Rider
- Guaranteed Payment Rider
- Interest Rider
- V. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING (S), 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.

Witness _____ (Seal) Borrower
 YURI D. VEPRINSKY

Witness _____ (Seal) Borrower

Witness _____ (Seal) Borrower

Witness _____ (Seal) Borrower

STATE OF ILLINOIS. COOK County ss.
 I, _____, a Notary Public in and for said
 county and state do hereby certify that
 YURI D. VEPRINSKY, BACHELOR

personally known to me to be the same person whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.
 Given under my hand and official seal, this _____ day of _____, 2016.
 My Commission Expires: _____

Notary Public
 M. A. L. CLAYTON, Notary Public
 1000 PULASKI STATE OF ILLINOIS
 CHICAGO, ILLINOIS 60610

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BALLOON RIDER
CONDITIONAL RIGHT TO REFUND

142166-2

THIS BALLOON RIDER is made this 23RD day of MARCH, 1991, and is incorporated into and shall be read in conjunction and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date and the promissory note (the "Note") to secure the Borrower's Note to [Name] BANK FEB

located at [Address] and covering the property described in the Security Instrument and located at [Address] AVENUE [Address] GREEN BAY, WISCONSIN 54714

(Page 1 of 2)

The date stated on the Note is called the "Maturity Date". The date of the Note is called the "Note Date". I understand that the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument or this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

IN ADDITION TO THE COVENANTS AND AGREEMENTS IN THE SECURITY INSTRUMENT, BORROWER AND LENDER AGREE TO THE FOLLOWING: (unless it says otherwise in the Security Instrument or the Note)

CONDITIONAL RIGHT TO PAY OFF
If the Maturity Date of the Note is later than the Maturity Date of the "New Note" (the "New Note Maturity Date") and with an interest rate equal to the "New Note Maturity Date" (the "New Note Rate") and if all the conditions provided in Sections 2 and 3 below are met (the "Conditions"), I may, at my option, pay off the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or from any other source of funds I may have available to me.

CONDITIONS
In order to exercise the Conditional Refunding Option, certain conditions must be met as of the Maturity Date of the Note: (1) I must still be the owner and in possession of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments and yet due and payable other than that of the Security Instrument) may exist; (4) the New Note Rate cannot be more than one percentage point above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 4.

THE NEW NOTE RATE
The New Note Rate will be a fixed rate of interest equal to the Federal Reserve Board's required net yield for 30-year fixed rate mortgages subject to a 90-day regulatory delivery commitment, plus one-half of one percentage point over the required net yield. The required net yield shall be the rate in effect on the date and time of day that the Note Holder exercises the Conditional Refunding Option. If the required net yield is not available, the Note Holder will determine the New Note Rate by the following method:

THE PAYMENT OPTION
If the New Note Rate as calculated in Section 3 above is not greater than 5 percent (5%) above the Note Rate as of the Maturity Date, the Note Holder will determine the amount of the monthly payments required to pay off the Note, plus all accrued but unpaid interest, plus all other sums I owe on the Note and Security Instrument on the Maturity Date (assuming my monthly payments are in full). The result of this calculation will be the amount of my one lump sum payment every month until the New Note is fully paid.

THE CONDITIONAL REFUNDING OPTION
If the Note Holder will notify me of at least 60 calendar days in advance of the Maturity Date and advise me of the net yield for 30-year fixed rate mortgages, and all other sums I am expected to owe on the Maturity Date. The Note Holder will also advise me of the amount of the monthly payments required to pay off the Note, plus all accrued but unpaid interest, plus all other sums I owe on the Note and Security Instrument on the Maturity Date (assuming my monthly payments are in full). The Note Holder will provide me with the information, together with the name, title and address of the person representing the Note Holder that I must sign to exercise the Conditional Refunding Option. If I meet the conditions of Section 2 above I may exercise the Conditional Refunding Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will determine the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published rates and will be in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will have 60 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and payment status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate) and the amount of my one lump sum payment and a date, time and place at which I must appear to sign any documents required to complete the Conditional Refunding Option. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the Conditional Refunding Option.

Borrower hereby agrees to the terms and covenants contained in this Balloon Rider.

[Signature] Lender
[Signature] Borrower
[Signature] Borrower
(FOR RECORD ONLY)

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Property of Cook County Clerk's Office

10-19-118-074
10-19-118-083

... LOT 11 CHATEAU VILLE ESTATES RESUBDIVISION UNIT 4, BEING A
... OF PART OF BENTLEY PARK ADDITION, A SUBDIVISION OF LOT 4
... WITHIN 600 FEET THEREOF OF DICK'S SUBDIVISION IN THE NORTH
... SECTION 19, TOWNSHIP 12 NORTH, RANGE 13 EAST OF THE THIRD
... MERIDIAN, IN COOK COUNTY, ILLINOIS.

... MARSH'S RESUBDIVISION OF PART OF LOTS 1 AND 4 IN ASSessor'S
... FRACTIONAL NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 12 NORTH,
... EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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NOTARY PUBLIC
STATE OF ILLINOIS

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Jose White

RECORDER OF DEEDS
COOK COUNTY, ILL.