

PREPARED BY:
H. A. DAVIS
PALOS HEIGHTS, IL 60463

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94441360

RECORD AND RETURN TO:

PREFERRED MORTGAGE ASSOCIATES, LTD.
12413 SOUTH HARLEM AVENUE-SUITE 202
PALOS HEIGHTS, ILLINOIS 60463

[Space Above This Line For Recording Data]

MORTGAGE

4390506

DEPT-01 RECORDING \$31.00
T00000 TRAN 7669 05/17/94 11117100
\$3635 4-94-441360
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on MAY 12, 1994
RICHARD L. GOODAY, DIVORCED, NOT SINCE REMARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to
PREFERRED MORTGAGE ASSOCIATES LTD.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 12413 SOUTH HARLEM AVENUE-SUITE 202
PALOS HEIGHTS, ILLINOIS 60463 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THOUSAND
AND 00/100 Dollars (U.S. \$ 100,000.00).

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, 2024. 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 241 IN SOUTHFIELD, A SUBDIVISION OF PART OF THE NORTH WEST 1/4 AND
PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 37
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

24-06-109-039

which has the address of 8949 SARATOGA DRIVE, BRIDGEVIEW
Illinois 60455 ("Property Address");
Zip Code

Street, City,

DPN 1000

Form 3014-B100

REVISED 2/26/84

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0 19 2 0054

1108 (70)NG-23-1

Form 3014
08081980

4. **Chargers:** Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may claim priority over this Security Interest, and leasehold payments or ground rents, if any. Borrower shall pay those 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 notice of amounts to be paid under this paragraph.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied: first, to any prepayment due under the Note; second, to amounts paid 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 Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property; and/or, 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 sum 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 Article 14. If the amount of the Funds held by Lender in any case exceeds the amounts permitted to be held by applicable law, Lender shall make up the deficiency in a more timely manner than is necessary to pay the Expenses when due, Lender may do so by 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 a timely manner to Lender under the amounts necessary to pay the Expenses when due, Lender may do so by Borrower in writing, and, in such case Borrower shall pay to Lender a role disclaimer.

Exercise 10 Rewrite the following sentence with appropriate tenses.

Leander, many, in my opinion, collect and hold Funds in an amount not to exceed the maximum amount it is easier for a federally related mortgagee to my require for Borrower's account record 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"). Unlike other law that applies to the Funds set a lesser amount, it is, under my opinion, collect and hold Funds in an amount not to exceed the lesser amount, but a lesser amount of Funds due on the basis of current data and reasonable estimate of future losses.

2. *Conditions for Taxes and Duties*: Subsequent to stipulations laid down in the Note, until the Note is paid in full, a sum ("Fund") for (a) yearly taxes and duties, (b) yearly leasehold payments and assignments which may attain priority over this Security instrument as a lien on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with if any; (g) yearly property, if any; (h) yearly leasehold payments and assignments which may attain priority over the Property, if any; (i) yearly hazard or property insurance premiums; (j) yearly flood insurance premiums; (k) any amounts paid by Borrower to Lender in lieu of the payment of monthly insurance premiums. These items are called "Fees and Premiums".

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Variations by jurisdiction to constitute a uniform security instrument covering real property.

Agreement. All of the foregoing is referred to in this Security Instrument as the "Property".

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 repayments and addditions shall also be covered by this Security.

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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.

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 required 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 Applications; 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 lease 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

DPS 1001

Form 3014 9/94

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

Digitized by srujanika@gmail.com

15. Governing Law; Severability. This Security Interimatum shall be governed by federal law and the law of the state in which the property is located. In the event that any provision of clause of this Security Interimatum is rendered void or unenforceable under applicable law, such conflict shall not affect other provisions of this Security Interimatum or the Note given effect without the conflicting provision. To the extent that the provisions of this Security Interimatum and the Note are declared

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery, mailing or by first class mail unless otherwise required by law or by agreement.

Prepayment charge under the Note.

13. **Loan Charges.** If the loan received by the 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 loan to the permitted limits; and (b) any sum already collected from Borrower which exceeded permitted limits will be repaid to Borrower. Lender may choose to make this refund by reducing the principal owed under the loan or by making a direct payment to Borrower. If a refund reduces the reduction will be treated as a partial repayment without any further charge.

Security instruments shall bind and benefit the successor or and addressees of Landor and Borrower, subject to the provisions of

not operate to release the liability of the original Borrower or Borrower's Successor in interest, Lender shall not be required to make any payment to the Successor under this Section if such payment would result in a violation of applicable law.

Under Letter and Borrower acknowledge in writing, any application of proceeds to principal shall not extend beyond the due date of the amount of such payements.

If the Proprietary is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make arrangements for the security instruments, whether or not then due.

10. Condemnation, the proceeds of any reward of claim for damages, interest or compensation will be held by the party of the Proprietary, or for conveyance in lieu of condemnation, we hereby assign and

9. Inspection notice at the time of or prior to an inspection may make reasonable entries upon and inspect premises or use property; render such services

The premiums required by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay that Lender under the terms and conditions set forth in the Note.

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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. These 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 16 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 301A 8/80
DPS 104

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•GR(1) 1021202

This instrument was prepared by:

My Commission Expiration:

Notary Public

CHRISS A. BURKLOW

"OFFICIAL SEAL"

NOTARY PUBLIC	STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/13/96	

Given under my hand and affixed seal, this 1st day of April, 1996, at the town and place where this instrument is subscribed and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she personally known to me to be the same person(s) whom name(s)

STATE OF ILLINOIS, COOK
County as:
RICHARD L. GOODAY, DIVORCED, NOT SINCE REMARRIED
, a Notary Public in and for said county and make do hereby certify

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

RICHARD L. GOODAY
Richard L. Gooday

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and may (rider(s)) executed by Borrower and recorded with it.

- Check applicable boxes:
- Admitted Rider
 - Contingent Rider
 - Biweekly Payment Rider
 - Planmed Unit Disclosure Rider
 - Rate Impairment Rider
 - Second Home Rider
 - Other(s) [Specify]
- V.A. Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverable and agreeable of this Security Instrument is if the rider(s) were a part of this Security Instrument, the coverables and agreeables of this Security and agreement of each such rider shall be incorporated into this and shall amend and supplement the Security Instrument.