

PREPARED BY:
FIRST FEDERAL MORTGAGE BANK
ROSELLE, IL 60172

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9 1 6 0001934

BOX 392

COPY

94692785

RECORD AND RETURN TO:

FIRST FEDERAL FUNDING CORP DBA FIRST FEDERAL MORTGAGE BANK
390 EAST DEVON
ROSELLE, ILLINOIS 60172

(Space Above This Line For Recording Data)

940438039

MORTGAGE

DEPT-11

\$31.00

TN0013 TRAN 7476 08/01/94 16:27:00

#9954 # CT --94-692785
COOK COUNTY RECORDING

THIS MORTGAGE ("Security Instrument") is given on JULY 27, 1994, by STEPHEN A. SCHWARZ, UNMARRIED PERSON

("Borrower"). This Security Instrument is given to FIRST FEDERAL FUNDING CORP DBA FIRST FEDERAL MORTGAGE BANK, of the address above, as Lender ("Lender"). Borrower owes Lender the principal sum of

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 390 EAST DEVON

ROSELLE, ILLINOIS 60172
ONE HUNDRED THIRTY THREE THOUSAND SIX HUNDRED
AND 00/100

Dollars (U.S. \$ 133,600.00).

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 AUGUST 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 127 IN WILLIAM ZELOSKY'S PARK VIEW CREST, BEING A SUBDIVISION OF TRACT NUMBER 1 BRUMMEL AND CASE FOREST PRESERVE CONSOLIDATION PLAT ACCORDING TO PLAT OF SAID PARK VIEW CREST, FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 13, 1920 AS DOCUMENT 117591, IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO OF LOT 5 OF BILLY CALDWELL'S RESERVE IN TOWNS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-05-104-010-0000

which has the address of 6357 NORTH MERRIMAC, CHICAGO
Illinois 60646

Zip Code

Street, City,

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

MD-8011 (10/91)

VMP MORTGAGE FORMS - 1313293-0100-10001821-7201

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DPS 1000
Form 3014-9/90

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Form 3014-B
DPA 1000

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BRILLY INC.

nature of the interests held forthabove within 10 days of the filing of notice.
This Security Interest, under my give Borrower a notice identifying the lien. Borrower shall notify the bank or trustee or
this Security Interest, if Lender determines that any part of the Property is subject to a lien which may attain priority over
any other interest of the lien, or (e) receives from the holder of the lien an agreement satisfactory to Lender subordinating the lien to
any other interest of the lien, or (f) sells the property to Lender's assignee without the consent of the Lender to prevent the
lien, or deems it necessary to take action to prevent the Lender's assignment of the lien in, legal proceedings which in good faith the Lender
wishes to the payment of the interest secured by the lien in a manner acceptable to Lender; (b) consents in good faith the Lender
to sell the property without notice of the payment of the interest secured by the Lender to the Lender; (c) consents in
Borrower shall promptly disclose any lien which has priority over this Security Interest unless Borrower:

(f) Borrower makes timely payment, Borrower shall promptly furnish to Lender records evidencing the payment,
to the person owned payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.
these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay item on time directly
which may attain priority over this Security Interest or round nature, if any, Borrower shall pay
4. Changes in liens, Borrower shall pay all taxes, assessments, charges, fees and impositions which relate to the Property
third, to interests that fourth, to premium due, to any late charges due under the Note.
3. Application of Payments. Unless applicable law provides otherwise, all payments made by Lender under paragraphs

this Security Interest
of the Property, shall apply any funds held by Lender at the time of acquisition of title as a credit against the sum accrued by
funds held by Lender, if, under paragraph 2, Lender shall acquire or all the Property, Lender prior to the acquisition or sale
Upon payment in full of all sums accrued by the Security Interest, Lender shall promptly refund to Borrower any

overdue monthly payments, at Lender's sole discretion.
shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than
time is not sufficient to pay the face when due, Lender may do orally Borrower in writing, and, in such case Borrower
for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender in any
if the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall immediately return to Borrower

debt to the funds held by Lender plus interest for all sums accrued by the Security Interest.
without charge, in annual account of the funds held by Lender and debts to the funds and debts for which such
Borrower and Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall give to Borrower,
applicable law requires to be paid, Lender: a) not be required to pay Borrower any interest or amounts on the funds,
used by Lender in connection with this loan, unless applicable law provides otherwise, Lender in accordance with
a charge. However, Lender may require Borrower to pay a one-time charge for the independent real estate tax service or
writing the Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to receive such
Escrow items, Lender may not charge Borrower for holding and applying the funds, unconditionally releasing the escrow account, or
(including Lender, if Lender is such an entity) or in my Federal home loan bank, Lender shall apply the funds to pay the
The funds shall be held in an institution without dependency, naturally, or finally

Borrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonably estimates of expenses of future
sets in lesser amounts, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.
1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless otherwise law limits applies to the funds
related mortgage loans may require for Borrower a certain amount under the federal Home Equity Settlement Procedures Act of
Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally
the provisions of paragraph 8, in lieu of the payment of mortgage interest premiums, therefrom referred to as "escrow items."
it any, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with
or round rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums
and assessments which may attain priority over this Security Interest as a lien on the Property; (b) yearly renewal premium
2. Funds for Taxes and Interest, subject to applicable law or to written waiver by Lender, Borrower shall pay to
participate of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
1. Payment of Premium and Interest Premium and Late Charges, Borrower shall promptly pay when due the

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenant for national and non-uniform covenants with limited
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.
grants and conveys the Property is a conveyance, except for encumbrances of record, Borrower warrants
that neither All of heretofore or hereafter a part of the property is referred to in this Security Interest as the "Property".
fixtures now or hereafter re-created on the property, All replacement and additions shall also be covered by this Security
BORROWER COVENANTS THAT BORROWER IS Lawfully Seized of the entire hereby conveyed and has the right to mortgage,
TOGETHER WITH all the improvements now or hereafter created on the property, and all fixtures, improvements, and
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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 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 regulation), 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

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16. Borrower's copy. Borrower shall be given one copy of the Note and of this Security instrument.

13. **Confidentiality**. This Security Instrument shall be governed by federal law and the law of the state where it is executed.

It by first class and express unless otherwise provided for in this instrument, and in case of delivery to a carrier or post office, to the person to whom it is addressed.

Preparation of charge under the Rule.

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 interests of other loan charges totalled up to the 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 him/her.

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The co-venturants and successors of this Security instrument shall bind and benefit by the successions and assumps of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-venturants and successors shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit by the successions and assumps of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-venturants and successors 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 mortgage, joint and convey that instrument to Lender and any other party holding a security interest in it, and (b) is not personally obligated to pay the sums borrowed by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or renew the terms of this Security instrument; (d) is not personally obligated to pay the sums borrowed by this Security instrument; and (e) agrees that Lender and any other Borrower may agree to pay the sums borrowed by this Security instrument.

exercise of any right or remedy.

11. Borrower Not Responsible; Pre-termination of a Waiver. Extension of the time for payment or modification of the terms secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest from the obligations of the terms secured by this Security Instrument for any reason.

Chances are, you've heard of the "no pain, no gain" philosophy. It's a concept that's been around for decades, and it's based on the idea that you can't achieve physical fitness without experiencing some level of discomfort or pain.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums required 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 condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender may sell the condominium to any person at the price of \$100.

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

instruments ends in accordance with any written agreement heretofore made between Borrower and Lender or applicable law.

payments may no longer be required, at the option of Lender, in mortgagor insurance covering (in this amount and for the period

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17. Transfer of the Property or a Beneficial Interest in the Property. Without 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 the buyer 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 those sums prior to the expiration of this period, Lender may invoke any remedial 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 ensure 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 in relation 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 flammables, 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 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.

DPS 1003
Form 3014 8/80

Initials: SS

LAWCO - 6R(IL) 101011

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Form 301A Q/QC

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MOTLEY PUBLISHING

Given under my hand and affixed seal this 27th day of July 1994.

STATE OF ILLINOIS, COOK COUNTY, IL, STEPHEN A. SCHWARZ, UNMARRIED PERSON
"Nouvy Publice in und for solid country and will do hereby certify
that I, Stephen A. Schwarz, County of Cook,
a Notary Public in and for solid country and will do hereby certify

BOTSWANER _____
(Seal) _____

BY SIGNING BELOW, BORTROWER AGGRETS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND
IN ANY FIDER(S) EXECUTED BY BORTROWER AND RECORDED WITH IT.
STEPHEN A. SCHWARZ
(Seal)
WITNESSES:

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Adelisstahlle Railer | <input type="checkbox"/> Grandmited Paymement Rider | <input type="checkbox"/> Billloon Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Comdominium Rider | <input type="checkbox"/> Plinmed Uni Developmen Rider | <input type="checkbox"/> Rail Improvemnet Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> 14 Family Rider | <input type="checkbox"/> Biweakly Paymement Rider | <input type="checkbox"/> Other(s) [Specify] | |

24. Riders of this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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