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Box 260

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.
8100 OAK LANE
MIAMI LAKES, FL 33016
LOAN NUMBER: 50-525233-3

94702995

994702995

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 29TH , 1994
The mortgagor is RICHARD N. RULZ, AN UNMARRIED MAN AND MICHELE A. COVIA, AN UNMARRIED WOMAN

LINCOLN MORTGAGE & FUNDING CORPORATION
which is organized and existing under the laws of ILLINOIS
870 EAST HIGGINS ROAD, SUITE 132, SCHAUMBURG, IL 60173

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY NINE THOUSAND SIX HUNDRED AND NO/100 Dollars (U.S. \$ 129,600.00). 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 1ST, 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 123 AND THE SOUTH ONE FOOT OF LOT 122 IN ELMORE'S PARKSIDE GARDENS, A SUBDIVISION OF LOT 6 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN) IN ASSESSOR'S SUBDIVISION OF SECTION 34, AND THE NORTH HALF OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN #19-32-212-026.

DEBT-01 RECORDING \$31.00
999999 TRAN 999 08/09/94 13158100
14214 4 DW 4-94-702995
COOK COUNTY RECORDER

94702995

which has the address of 8011 SOUTH MENARD AVENUE, , BURBANK
(Street) (City)

Illinois 60459 ("Property Address");
(Zip Code)

56

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 18781 (9103)
MFIL9141-04/93

1
31.00

Form 3014 9/90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■
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Call 1-800-500-0000 or fax 810-441-1111

Form 3014 (Rev. 6-9-80) (Page 2 of 2 pages) 06/6 4106

ITEM 18/81 M3M

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the premises in the name of the owner of the deeds as set forth in the title to the property in hazard insurance covering all risks of fire and other hazards included in the insurance underwriting coverage.

Borrower shall promptly disburse any loan which has priority over this Security Instrument unless Borrower: (i) agrees to the payment of the obligation secured by the loan in a manner acceptable to Lender; (ii) consents in good faith to the sale of the real property over which this Security Instrument stands as set forth above within ten (10) days of the return of notice.

4. **Chargers; Lenses.** Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the equipment or to any other personal property held by him, and any amounts due him by reason of his rights as a lessor or owner of the equipment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Legend under

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, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale in credit against the sums secured by this Security Instrument.

Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Lien when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. However shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

and the purpose for which each refers to the funds was made, the funds are placed in a separate account for the security of this Security Instrument.

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 immediately preceding the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for (b) yearly premiums or grand rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood premiums or (e) yearly liability insurance premiums, if any; (f) any sums payable by Borrower to measure, in accordance with the provisions of paragraph X, in lieu of the payment of mortgage interest items are called "Taxes" items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth in the Note or otherwise in accordance with the terms of the Note. Funds so held by Lender, in accordance with the provisions of paragraph X, in lieu of the payment of mortgage interest items or other taxes or amounts due on the Note, until the Note is paid in full, shall be applied first to the taxes and assessments which may accrue under the Note, until the Note is paid in full, and then to the other taxes and assessments which may accrue under the Note, until the Note is paid in full.

1. Payment of Principal and Interest; Prepayment and Late Charges.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENTS;

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

BORKOWSKI COVENANTS shall borrower is lawfully accorded of the estate hereby conveyed and has the right to Barrower warrants and convey die Propertry and that the Propertry is unencumbered, except for encumbrances of record, morelly, grant and convey die Propertry and generally the title to the Propertry affords all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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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 2(a) the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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Form 3014-06/09 (Page 4 of 6 pages)

{1016} 419701 WEB

holders' rights to remit. If Borrower meets certain conditions, Borrower shall have the right to have certain provisions of this Section 12.2 disallowed at any time prior to the earlier of: (a) 5 days (or such other period as

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 available by law, including but not limited to the exercise of a power of sale.

Without Leander's prior written consent, Leander may, at his option, require immediate payment in full of all sums accrued by this Security Instrument if Leander or Leander's heirs, executors, administrators, successors, assigns, or personal representatives, shall not be exercised by Leander if exercise is prohibited by federal law as of

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

15. Governing Law: This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument is held invalid or unenforceable, the parties shall negotiate in good faith to amend such provision or clause to reflect their original intent as closely as possible.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless otherwise specified. The notice shall be given by deliverying it or by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 interest or other sum 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 charge to the permitted limit; and (b) any sums already collected toward borrower which exceeded permitted limits will be returned to the borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It is agreed that reduction will be treated as a partial prepayment without any premium charge under the Note.

12. Successors and Assignees Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security instrument.

11. Borrower's Release: Forbearance Not to Waiver. Extension of the time for payment of modification of amortization of the sums accrued by this Security Instrument by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest to Lender to pay sums accrued by this Security Instrument by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

sums secured by this Security instrument, whether or not such due, unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the sale of the same.

out-of-pocket providers, the proceeds shall be applied to the sums received by this academy, instead of to the sums

However, unless further research is conducted, it is difficult to determine whether or not the suns otherwise provide the proceeds that will be apportioned to this sun's successor in accordance with the terms of the will.

In the event of a total loss of the property, the proceeds will be applied to the sums due by the insurance company or to the market value of the property immediately before the taking, to the extent of a partial taking of the property in which the fair market value of the property immediately before the taking is less than the amount of the sum due.

any condominium or other unit of another building of any part of the Property, or for convenience in lieu of condominium, are hereby assigned and shall be paid to Landlord.

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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 ben 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 3109-109/94-110 (1994) (for a party)

10008181020000

Address

8870 EAST HIGGINS ROAD, SUITE 132, SCHAUMBURG, IL 60173

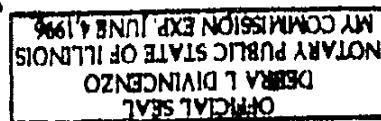
(3147A)

LINCOLN MORTGAGE & BUILDING CORPORATION,

This instrument was prepared by

Digitized by Google

July 17, 1870



My Commission expires:

Digitized by srujanika@gmail.com

110

I, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as the true free and voluntary act, for the uses and purposes herein set forth.

do hereby certify that RICHARD N. RUIZ, AN UNMARRIED MAN AND MICHELLE A. GOVEA, AN UNMARRIED
WOMAN

STATE OF ILLINOIS, County of *[Redacted]*, Case No. *[Redacted]*

Social Security Number
Horowitz (scott) (scott) Horowitz

Social Security Number 319-44-2238
RICHAUD N. RUTZ
(Scale) Borrower
MICHELE A. GOVET
Social Security Number 333-66-6799
Name (Last, First, Middle Initial)
(Seal) However

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BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [specify]

<input type="checkbox"/>	Adjustable Race Rider	Condominium Rider	1-4 Family Rider	Graduated Payment Rider	Biweekly Payment Rider	Planned Unit Development Rider	Rate Improvement Rider	Second Home Rider	Balloon Rider
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24. **Riders to this Security Instrument.** In one or more riders are excused by Borrower and recorded whereupon 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)]