

AFTER RECORDING RETURN TO:
BANCPLUS MORTGAGE CO.,
MIDWEST DISTRICT CCO - VERNON
335 LAKEVIEW PKWY
#105
VERNON HILLS, IL 60061

94752021

3 RETURN TO: 94752021
BAGG COOP.
77 CCP VERSION

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94752021

DEPT-01 RECORDING \$35.00
190000 TRAN 9149 08/25/94 07:45:00
90402 CJ # 96752021
COOK COUNTY RECORDER

[Space Above This Line for Recording Data]

MORTGAGE

LOAN #: 10888044

THIS MORTGAGE ("Security Instrument") is given on AUGUST 22, 1994.
The mortgagor is
CHARLES V MAIDA, AN UNMARRIED PERSON
LISA A WADEL, AN UNMARRIED PERSON

"Borrower"). This Security Instrument is given to BANCPLUS MORTGAGE CORP., which is organized and existing under the laws of the State of Texas, whose address is 4001 MCALLISTER FREEWAY, SAN ANTONIO, TX 78210 ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100** Dollars (U.S. \$ 118,750.00--). 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 **SEPTEMBER 01, 2024** and for interest at the yearly rate of **NINE--**

NINE percent (9.000----%). 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 17 AND 18 IN BLOCK 13 IN CRANE ARCHER AVENUE HOME ADDITION TO CHICAGO,
A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13
LYING NORTHERLY OF THE CENTER LINE OF ARCHER AVENUE, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real Estate Tax ID1: 19-08-412-041 Tax ID2: 19-08-412-042 VOLUME: 381

**MAILING ADDRESS:
8240 S. MASSASOIT AVENUE
CHICAGO, IL 60628-2**

which has the address of 5240 S. MASSASOIT AVENUE, (Street, City), Illinois 60638 Zip Code.
[Property Address]:

TOGETHER WITH all the improvements now or hereafter erected on the property, and

ILLINOIS-Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3014 9/90
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Form 3014 09/80

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L636 RSV. 08/93

1. Payment of principal and interest; Prepayments and late charges due under the Note.

UNIQUE CHIMIC COVENANTS. BOTTOWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

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

BORROWER COVENANTS that Borrower is lawfully seized of the said heretofore 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 will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

all agreements, appendices, and fixtures now or hereafter a part of the property. All representations, warranties, and additons shall also be covered by this Security instrument as is the "Property".

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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 as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 payment 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 amount of the insurance proceeds.

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7. Protection of Lenders' Rights in the Property. If Borrower fails to perform the covenants and agreements contained in the Property, if Borrower fails to pay over sums received in bankruptcy, or for condemnation or forfeiture of the Property to the State, then Lender may sue in the name of Lender's rights in the Property as set forth in paragraph 10, and Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's security interest in the Property to the full extent of the sums secured by it even when this Property is sold or otherwise disposed of.

8. Payment of Debts and Expenses. Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Agreement unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate and shall be payable, with interest, upon notice from Lender to Borrower at the date of payment, unless otherwise agreed by the parties.

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8. 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 any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns 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 paragraph 17. Borrower's covenants and agreements 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, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 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 charge to the permitted limit; and (b) any sums already collected from Borrower

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19. Sale of Notes: Change of Notes. The Notes or a partial interest in the Notes (together with this Security Instrument) may be sold once or as often as the Borrower wishes without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer". A sale may result in a change in the Note under the Note due date of the Note. The Note will be one of more changes of the Loan Servicer unrelated to the Note if there is a change of the Loan Servicer. Borrower will be given written notice of the Note if there is a change of the Note.

18. Borrower's Right to Resist: If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument delayed until 5 days for such other period as specified prior to the earlier of: (a) 5 days for such other period as specified for repossession 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 before sale of any such instrument of Borrowser's right to resist under those conditions are that Borrower (a) pays all sums which then would be due under this Security instrument and the Notes as if no acceleration had occurred; (b) cures any default of any other coventants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the Lender's rights in this Security instrument, including, but not limited to, reasonable attorney fees, sums secured by this Security instrument shall continue unchanged upon refinancing by Borrower, this Security instrument had occurred however, this right to resist shall not apply.

17. Transfers of the Property or a Beneficial Interest in Borrower. If all of 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.

18. Lennder exercises this option, Lender shall give Borrower notice of acceleration. Notice shall provide this option, Lender shall give Borrower notice of acceleration. The notice shall provide within which Borrower must pay all sums accrued by this period. Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

In Borrower's Copy. Erroneous entries shall be given one confirmed copy of the Notes and of this instrument.

13. Governing law: Security instrument shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision of this Note conflicts with the applicable law, such conflict shall not affect other provisions of this Note. To the extent that any provision of this Note conflicts with the Note Agreement or the Note Agreement is inconsistent with the Note, the Note shall control.

which exceeded permitted limits will be refused to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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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.

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

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Form 3014 8/90

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THIS INSTRUMENT WAS PREPARED BY BENCHMARK Measurement Corp.

Notary Public

GIVEN under my hand and Notarized 22nd day of November 1994
"OFFICIAL SEAL" 

his/her spouse, personally known to me to be the same person whose name is subscribed to the foregoing instrument apparend before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

1. CARIBA MUNICIPION _____
and STATE OF CARRASCO, DC _____ hereby certify that
CHIARLES V. MADA, INMATE
, a notary public, in and for the country
and State aforesaid, do hereby certify that

COUNTY OF COOK

ANSWER

10051

(100)

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

<input type="checkbox"/> Other(s) (Specify)
<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Blissekly Payment Rider
<input type="checkbox"/> Rate Improvement Rider
<input type="checkbox"/> Planned Unit Development Rider
<input type="checkbox"/> balloon Rider
<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Condominium Rider
<input type="checkbox"/> Adjustable Rate Rider
<input type="checkbox"/> Other Applications Boxes

the security instruments of this instrument as if the rider(s) were a part of this agreement.