

# UNOFFICIAL COPY

94828838

(Space Above This Line For Recording Data)

## MORTGAGE

Loan No. 94-0088889

THIS MORTGAGE ("Security Instrument") is given on September 13, 1994. The mortgagor is JOSEPH R. MEIRON and VIRGINIA M. MEIRON, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to RAVENSWOOD MORTGAGE CORP.

DEPT-01 RECORDING \$31.50  
T00000 TRAN.9451 D9/22/94 15109:00  
85777 # C.J. #-94-828838  
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 3139 N. LINCOLN AVENUE, #210, CHICAGO, ILLINOIS 60657. Borrower owes Lender the principal sum of One Hundred Five Thousand and no/100----- Dollars (U.S. \$ 105,000.00).

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 October 1, 2009. 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 ONE (1) IN BLOCK TEN (10) IN GOLFMOR, BEING A SUBDIVISION IN THE NORTH EAST (NE 1/4) QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

19-33-210-016

31 50  
m

which has the address of

Illinois

60459

(Zip Code)

5009 WEST 79TH PLACE  
("Property Address");

BURBANK

[Street, City].

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

MD-8R(IL) 0212-02

Form 3014 9/90

Amended 5/91

VMP MORTGAGE FORMS • (800) 621-7281



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Form 301A 8/80

Form 301A, 8/80

704770 11000 

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to 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 it is the Lender's opinion operate to prevent the automatic sale of the property of the debtor of the lien or (c) secures from the holder of the lien an agreement satisfactory to Lender to extend the time for payment of the debt or for the payment of the debt.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

and, to whatever date found, to principal due, and last, to my late charges due under the Note.

3. Application of **Fairness**. Under applicable law provides otherwise, all payments received by Lender under paragraphs 2 and 7 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2 and 7.

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 credit against the sums secured by

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the Funds held by Leander exceeds the amounts permitted to be held by applicable law, Leander shall pay to Leander's sole discretion, unless it is not sufficient to pay the Escrow fees when due, Leander may so notify Borrower in writing, and, in such case Borrower shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months from the date of the deficiency.

The Funds shall be held in an institution whose deposits are insured by a Federal Agency, insuramente, or by the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually insuring the escrow account, or certifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each without charge, in addition to the funds received by this Security instrument.

Elsewhere letters or otherwise in accordance with applicable law.

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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) Yearly leasehold premium payments which may accrue on the Property, if any; (b) Yearly flood insurance premiums; (c) Yearly hazard or property insurance premiums; (d) Yearly liability insurance premiums; (e) Yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with law; (g) yearly mortgagelife insurance premiums, if any; and (h) any sums due on the Note, until the Note is paid in full, a sum ("Funds") for: (a) Yearly leasehold premium payments which may accrue over this Security Instrument as a lien on the Property; (b) Yearly liability insurance premiums; (c) Yearly hazard or property insurance premiums; (d) Yearly flood insurance premiums; and assessments which may accrue on the Property over this Security Instrument as a sum ("Funds") for: (a) Yearly taxes and insurance premiums due under the Note, until the Note is paid in full, a sum ("Funds") due on the basis of current data and reasonable estimates of future losses a lesser amount, if so, less than may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, unless another law applies to the Funds 1974 is amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgage loan, any require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 is amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related under any law, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan, at any time, collect and hold Funds due on the payment of mortgage insurance premiums. These items are called "Escrow Items".

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

**UNIFORM COVENANTS.** Borrower and Lender covenants and agree as follows:

THIS SECURITY INSTRUMENT combines uniform coveralls for national use and non-uniform coveralls with limited variations by substituting a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

100% TITLE WITHIN THE PROPERTY, AND THE INDEMNITIES PROVIDED IN THE CONTRACT OF INSURANCE, OR ISSUED ON THE PROPERTY, AND IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY, SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT.

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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 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'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 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

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16. Borrower's Copy. Lender will be given one undated copy of the Note and of this Security Instrument to be saved.

15. **(Interpretation Law, Security Definitions)**. The Security Definitions shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note is held invalid, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

Sectionally, last minute shall be deemed to have been given to Borrower or Lender when given in provided in this Paragraph.

(4) Notices. Any notice to Mortower provided for in this Security Instrument shall be given by delivery in writing.

*upgrade under the Note.*

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, if necessary, to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, if and only if Borrower chooses to make this refund by reducing the principal owed under the Note or by making a direct payment to Plaintiff. If a refund reduces Plaintiff's principal, the reduction will be treated as a partial prepayment by Plaintiff. If a refund reduces Plaintiff's principal, the reduction will be treated as a partial prepayment by Plaintiff.

make any recommendations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

**12. Successors and Assigns** Bound; Joint and Several Liability; 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.

*...and processes of our belief of eternity.*

secured by this Security Instrument, where 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 is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum

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.

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 market instrument 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 immediately before the taking shall be reduced by 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 immediately before the taking shall be reduced by the amount of the sums secured by this Security instrument immediately before the taking.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, the lessee shall be paid to Lender.

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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 Lender or its agent may make reasonable entitlements upon and inspections of the Property. Lender shall give instructions in accordance with any written agreement between Borrower and Lender or applicable law.

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RECORD AND RETURN TO:  
RAVENSWOOD MORTGAGE CORP.  
3139 N. LINCOLN AVENUE  
CHICAGO, ILLINOIS 60657

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

[Check applicable box(es)]

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) [specify]

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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

Witnesses:

*Joseph R. Meiron*  
JOSEPH R. MEIRON

(Seal)  
-Borrower

*Virginia M. Meiron*  
VIRGINIA M. MEIRON

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS,

I, *FERNANDO D. Pacia*  
that

JOSEPH R. MEIRON and VIRGINIA M. MEIRON, HUSBAND AND WIFE

Cook County ss:

, a Notary Public in and for said county and state do hereby certify

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

Given under my hand and official seal, this 13th day of September 1994

My Commission Expires: 10/21/96

*Fernando D. Pacia*

This Instrument was prepared by: OLIVIA "ROBETHA CIAL SEAL"

FERNANDO D. PACIA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/21/96

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23. Waiver of Foreclosure. Borrower waives all right of homestead exemption in the Property.

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.

21. Indemnity, but not limited to, reasonable attorney fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

agreed by this Security Instrument without further demand and may foreclose this Security Instrument by judgment before the date specified in the notice. Lender, at its option, may require immediate payment in full of all amounts due before the date of a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured on non-excitation of the right to remand after acceleration and the right to assert in the foreclosure proceeding the rights by this Security Instrument, Borrower by judgment proceeding and sale of the Property. The notice shall further serve to cure the default on or before the date specified in the notice may result in acceleration of the amount due, not less than 30 days from the date given to Borrower, by which time 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 amount payable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default of any agreement or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless of any provision in paragraph 20).

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-FINIFORM COVENANTS. Borrower and Lender further agree as follows:

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.

This paragraph 20, "Environmental Law", means contours of forested land, water bodies, and riverside materials and structures and herbicides, volatile solvents, asbestos containing asbestos of termite damage, and radioactive materials. As used in Environmental Law and the following substances, gases, kerosene, other flammable or toxic products, toxic

All necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender notice of any hazardous substances affected by toxic or hazardous substances by

removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take

any removal or other remediation of any hazardous substance affecting the property is necessary, Lender shall

governmental or regulatory agency or private party involving the Property, and any Hazardous Substance of Environmental Law

property that is in violation of any Environmental Law, the proceeds of any governmental or regulatory authority, including the

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the

Hazardous Substances Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any

residential uses and to maintainance of the Property.

Storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

uses and to maintainance of any Environmental Law, the proceeds of any governmental or regulatory authority, including the

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the

Hazardous Substances Substances affected by applicable law.

19. Sale of Notes. Change of Loan Service. 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 Service"), that collects monthly payments due under the Note and this Security Instrument. There also may be one

or more changes of the Loan Service or a sale of the Note. If there is a change of the Loan Service, Borrower will be

given written notice of the Loan Service or a sale of the Note. If there is a change of the Loan Service, 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 Service and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

not apply in the case of acceleration under paragraph 17.

obligations secured by this instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall

this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the

that the loan of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same secured by

including, but not limited to, reasonable attorney fees; and (d) makes such action as Lender may reasonably require to assure

euers any default of any other covenant or agreement; (e) pays all expenses incurred in enforcing this Security Instrument,

Lender all sums which when would be due under this Security Instrument and the Note as if no acceleration had occurred; (f)

Security instrument or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (g) pays

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

instrument of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as

entitled by this Security Instrument to Reinstatement at any time prior to the earlier of: (a) 5 days (or such other period as

permitted by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Instrument.

Securities, prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

transfer of the beneficial interest in Borrower to any time prior to the earlier of: (a) 5 days (or such other period as

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it