

# UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY **94850108**

525 EAST 162ND STREET, SOUTH HOLLAND, ILLINOIS 60473 708-333-1572



THIS IS A CERTIFIED COPY OF THE INSTRUMENT RECORDED AS

DOCUMENT NUMBER 94783000

Maureen Yandel

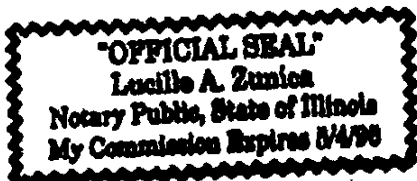
STATE OF ILLINOIS, COOK COUNTY SS:

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT MAUREEN YANDEL, PERSONALLY KNOWN TO BE THE SAME PERSON(S) WHOSE NAME(S) SHE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 28th DAY OF Sept. 1994.

MY COMMISSION EXPIRES:

Lucille A. Zunica  
NOTARY PUBLIC



94850108

COOK COUNTY, ILLINOIS

1994 SEP 30 PM 12:20

94850108

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office



11/15/2011

# UNOFFICIAL COPY

333-CTI

75253507  
5403007

THIS INSTRUMENT IS A SECOND MORTGAGE AND IS SUBORDINATE TO THE MORTGAGE RECORDED AS DOC 894152510.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

94783000

1994 SEP -7 AM 11:16

94783000

## MORTGAGE

THIS MORTGAGE is made this 30th day of AUGUST, 1994, between the Mortgagee,

PATRICK GONCHER AND  
ALICE M. GONCHER, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee,

AIM MORTGAGE, INC.

a corporation organized and  
whose address is

stating under the laws of STATE OF UTAH  
4250 WEST 5415 SOUTH, SALT LAKE CITY, UT 84118

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,750, which indebtedness is evidenced by Borrower's note dated AUGUST 30, 1994 and all other documents received hereon (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on SEPTEMBER 2, 2009;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums with interest thereon provided in accordance herewith to protect the security of the Mortgage; and the perfection of the interests and agreements of Borrower herein contained, Borrower has hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

THIS DOCUMENT IS BEING RE-RECORDED TO ADD THE MORTGAGEE'S NAME.

which has the address of 117 NORTH NORMANDY  
(Street)

CHICAGO HEIGHTS  
(City)

60411 (Zip Code) (Care of Property Address):

ILLINOIS - SECOND MORTGAGE - LTD. - FINANCIAL UNIFORM INSTRUMENT

Form 2814  
Revised 1/94  
MORTGAGE FORM - ILLINOIS  
PG 1/6



94783000

MAIL TO: AIM MORTGAGE  
4250 WEST 5415 SOUTH  
SALT LAKE CITY, UT 84118

BOX 333-CTI

94783000

26. APPLICATION OF PAYMENTS

The text of Covenant 3 of this Mortgage is deleted and replaced with the following:

Unless the law requires otherwise, Lender will apply each of Borrower's payments under the Note and this Mortgage in the following order and for the following purposes:

- First, to amounts payable under Covenant 2
- Next, to payments made by Lender to protect its lien under this Mortgage
- Next, to pay interest due
- Next, to pay principal due
- Next, to pay late charge due under the Note and
- Last, to pay any other amount due under the Note and this Mortgage.

However, Lender has the right to change the order in which Borrower's payments are applied, if it so desires.

27. BORROWER'S OBLIGATIONS TO DELIVER RECEIPTS TO LENDER; LENDER'S RIGHT TO MAKE PAYMENTS

The following subparagraph is added to Covenant 4 of this Mortgage:

Borrower will deliver to Lender any receipts Borrower receives for the payment of all taxes, assessments, water rate and sewer rates within ten (10) days after Lender requests these receipts. If Borrower does not deliver these receipts after Lender's request, Lender may make these necessary payments as provided in Covenant 7 of this Mortgage.

28. HAZARD OR PROPERTY INSURANCE

The first and fourth numbered subparagraphs of Covenant 5 of this Mortgage are deleted and replaced with the following:

If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and proceeds of insurance which fail to maintain coverage described above. Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Covenant 7. In the event of loss, Borrower shall give prompt notice to a duly licensed broker and Lender. Lender may make proof of loss if not made promptly by Borrower.

The amount paid by the insurance company is called "proceeds." Lender may, at its option, (i) make proof of loss to the insurance company, (ii) adjust and compromise any claim for the proceeds of insurance, (iii) release or acquiesce to the insurance company in connection with a settlement of any claim for the proceeds of insurance, (iv) collect and receive the insurance proceeds. Borrower appoints Lender as its attorney-in-fact to do all things necessary to carry out the last sentence, which appointment from time to time can be renewed by the Borrower. This appointment is irrevocable and coupled with an interest, and all power of substitution and delegation is hereby waived by the Borrower (whether or not repairs have been made by Borrower). Lender may release the proceeds (or any part of the proceeds) to Borrower to pay for the repair or restoration of the damaged property. Lender may also, at its option, use the proceeds authorized and directed to pay such proceeds directly to Lender instead of paying to Borrower the proceeds.

Unless Lender and Borrower otherwise agree in writing, the application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Covenant 1 or change the amount of the payments. If under Covenant 17 the Property is acquired by Lender, Borrower's rights in any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the Funds Secured by this Mortgage immediately prior to the acquisition.

Borrower will not allow any condition to exist on the Property which would, in any way, invalidate the insurance on the Property.

29. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY

The text of Covenant 7 of this Mortgage is deleted and replaced with the following:

If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action, proceeding, suit, claim, demand, or lien may significantly affect Lender's rights in the property (such as a proceeding to take title, partition, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect its rights in the Property and Lender's rights in the Property. Lender's actions may include paying any such costs, including reasonable attorney's fees and expenses, in priority over this Mortgage, appearing in court, paying reasonable attorney's fees and expenses, or taking any action necessary to make repairs. Although Lender may take action under this Covenant 7, Lender does not have to do so.

10-12184 0-07

Page 2 of 2

7-1-77

76  
A4

94783000  
94850108

# UNOFFICIAL COPY

## AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Patrick Goncher (Seal)  
PATRICK GONCHER - Borrower

Alice M. Goncher (Seal)  
ALICE M. GONCHER - Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
- Borrower  
(Original Only)

STATE OF ILLINOIS, COOK County ss:

I, THE UNDERSIGNED  
a Notary Public in and for said county and state do hereby certify that

PATRICK GONCHER AND ALICE M. GONCHER, HUSBAND AND WIFE,

personally known to me to be the same person(s) whose name(s)  
attributed to the foregoing instrument, appeared before me on 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 \_\_\_\_\_ day of AUGUST, 1994.

My Commission Expires \_\_\_\_\_

Maurice [Signature]  
Notary Public

This instrument is prepared as per \_\_\_\_\_

AIM MORTGAGE, INC.  
1250 WEST 5415 SOUTH  
CHICAGO, ILLINOIS 60648

OFFICIAL SEAL  
Maurice [Signature]  
Notary Public, State of Illinois  
My Commission Expires 6/8/98

76  
46

98783000  
9850108

ILLINOIS - SECOND MORTGAGE

RIDER TO MORTGAGE

This is a Rider to the Mortgage dated AUGUST 30, 1994 between PATRICK & HELEN M. GONCHER, HUSBAND AND WIFE

and AIM MORTGAGE INC

Borrower and Lender further covenant and agree as follows:

22. EFFECT OF THIS RIDER

Borrower understands that this Rider is a part of this Mortgage, and that it may change or add to any promises or agreements contained in this Mortgage or any other Rider to this Mortgage. Whenever the provisions of any such promises contained in the printed portion of, or any other Rider to, this Mortgage differ or are in conflict with this Rider, the provisions of this Rider will control.

23. SUMS SECURED

The "indebtedness" and "sums" referred to in the third numbered paragraph of this Mortgage and referred to elsewhere in this Mortgage shall be defined as "Sums Secured" and shall further include all sums payable under any of the provisions of this Mortgage.

24. BORROWER'S RIGHT TO MORTGAGE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

The fifth numbered paragraph of this Mortgage is deleted and replaced with the following:

Borrower covenants that Borrower is the lawful owner of the Property and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and that the Mortgage constitutes a valid lien on the Property, subject only to the prior mortgage identified in Covenant 1 hereof. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

25. FUNDS FOR TAXES AND INSURANCE

The following subparagraph is added to Covenant 2 of this Mortgage:

Lender hereby waives the requirements of Covenant 2 of this Mortgage. Lender, however, specifically reserves the right to itself and its successors and assigns the right to unilaterally cancel this waiver at any time and thereafter to enforce the said requirements of Covenant 2 of this Mortgage.

1-1792843 3-83

94783000  
94850108  
PG  
AG

# UNOFFICIAL COPY

## 44. CHANGING THIS MORTGAGE

Except as provided in Covenant 40 above, this Mortgage may be changed only if Lender and Borrower both give written consent.

This Rider is a part of the attached Mortgage and, by signing below, Borrower agrees to all of the above.

### WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Patrick Goncher*

PATRICK GONCHER

*Alice M. Goncher*

ALICE M. GONCHER

STATE OF ILLINOIS,

COOK

County of:

### THE UNDERSIGNED

do hereby certify that PATRICK GONCHER AND ALICE M. GONCHER, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) THEY

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

THEY signed and delivered the said instrument as THEIR voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30TH day of AUGUST, 1994

My Commission expires:

*Maureen Yandel*

Notary Pub

This instrument was prepared by

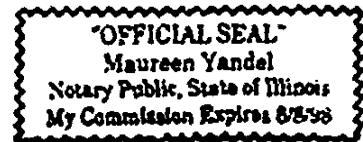
AIM MORTGAGE, INC.

(Name)

4250 WEST 5415 SOUTH, SALT LAKE CITY, UT 84118

(Address)

Space Below This Line Reserved For Lender's Record



1292043

Notary

MAE 26

94850108

PG

UNOFFICIAL COPY

STREET ADDRESS: 117 NORTH NORMANDY DRIVE  
CITY: CHICAGO HEIGHTS COUNTY: COOK  
TAX NUMBER: 32-08-418-012-0033

LEGAL DESCRIPTION:

LOT 70 IN NORMANDY VILLA 2ND ADDITION, A SUBDIVISION OF PART OF THE WEST 1/4  
SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

944502108

PG  
AH