

UNOFFICIAL COPY

PREPARED BY AND MAILED TO:

LOAN # 2502887

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

91857960

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[Space Above This Line for Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 20th, 1994. The mortgagor is AMERICAN NAT'L BANK & TRUST CO. OF CHICAGO AS SUCCESSOR TRUSTEE TO COMERICA BANK ILLINOIS, TRUSTEE, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 26, 1987 KNOWN AS TRUST NO. 10103

("Borrower"). This Security Instrument is given to
SUBURBAN BANK OF WEST BROOK

DEPT-01 RECORDING \$31.50
T#0014 TRAN 2961 10/04/94 14136100
\$9665 + ARK *--94-857960
COOK COUNTY RECORDER

which is organized and existing under the laws of
address is 10500 WEST CERMAK ROAD
WESTCHESTER, ILLINOIS 60154

THE STATE OF ILLINOIS

, and whose

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 85,000.00).

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, 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 TAX ID #: 15-29-226-019 VOLUME NO.: 193 COOK County, Illinois:

LOT 8 IN BLOCK 10 IN HADRABA AND MANDA'S SUBDIVISION UNIT NO. 2 BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALSO PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, ALL IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

00000006
00000001
00000000

which has the address of 10647 PRXSTON ST.
Illinois 60154 ("Property Address");
[Zip Code]

WESTCHESTER

(Street, City).

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

VMP-8R(IL) (9105) 2502887

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7201

Page 1 of 4

Form 3014 9/90
Amended 5/91

Initials: _____

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Form 301A/0/00

Page 2 of 4

Form 301A/0/00

of the relations set forth above within 60 days of the giving of notice.

Security instrument. Lender may give Borrower notice identifying the lien. Borrower shall notify the lessor or lessee of his Security interest. If Lender determines that any part of the Property is subject to a lien which may interfere with his possession of the lien or (c) secures from the holder of the lien an agreement substantially to Lender's satisfaction to prevent the lessor or lessee from repossessing the lien by, or delinquent payment entitling Lender to the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien by Borrower shall promptly disclaim such property over this Security instrument unless Borrower: (a) agrees to

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment. If person owed payment, Borrower shall promptly furnish to Lender all notices of summons to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if it not paid in due time, Borrower shall pay them directly to the which may claim priority over this Security instrument, and thereafter payments of round rents, if any, Borrower shall pay direct to the Lender. (c) charges, taxes and improvements attributable to the property.

4. (Charges) Lender, Borrower shall pay all taxes, assessments, charges, taxes and improvements attributable to the property due, to trustee, to trustee, to principal due, and last, to my late charges due under this Note.

1 and 2 shall be applied: first, to my prepayments charged due under this Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2

Security instrument.

Property, shall apply any funds held by Lender in the time of acquisition or sale as a credit against the sums secured by the held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Lender payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any funds

monetary payments, at Lender's sole discretion.

If Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve to Lender the amount necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay not sufficient to pay all requirements of applicable law, if a sum of the funds held by Lender at any time to the access funds in accordance with this loan, unless applicable law permits Lender to make up a deficiency used by Lender, Lender may refuse to be paid, Lender shall not be required to pay the Escrow items when due, unless applicable law provides otherwise. Lender in connection with this loan, unless applicable law provides otherwise, Lender shall be paid on the funds, Borrower and requires, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser service used by Lender, Lender may not charge Borrower for holding and applying the funds, usually involving the escrow account, or very little fees. Lender, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge, the Escrow items, unless Lender is such an institution, or in my federal home loan bank, Lender shall apply the funds to pay the Escrow fees, if Lender is such an institution, or in my federal home loan bank, Lender shall account to Borrower for a deficiency

The funds are pledged as additional security for all sums secured to this Security instrument.

The funds are received as additional security for all sums secured to this Security instrument.

Lender may agree in writing, however, that interest shall be paid on the funds, Borrower without charge, and under may interest to be paid, Lender shall not be required to pay the Escrow items when due, unless applicable law provides otherwise. Lender in connection with this loan, unless applicable law provides otherwise, Lender shall be paid on the funds, Borrower and requires, Lender may refuse to pay a one-time charge for an independent real estate appraiser service used by Lender, Lender may not charge Borrower for holding and applying the funds, usually involving the escrow account, or very little fees. Lender, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge, the Escrow items, unless Lender is such an institution, or in my federal home loan bank, Lender shall apply the funds to pay the Escrow fees, if Lender is such an institution, or in my federal home loan bank, Lender shall account to Borrower for a deficiency

The funds shall be held in an account whose deposits are insured by a Federal agency, insurancability, or entity (including otherwise in accordance with applicable law).

estimated the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, Lender may

amounted from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law shall apply to the funds set aside to 1974 the mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 the

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a Lender for a federally related providers of page 8, in lieu of the payment of mortgagel insurance premiums. These items are called "Escrow items."

any) (e) yearly mandatory insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if

and assessments which may affect this Security instrument as a lien on the Property; (b) yearly leasehold premiums and under on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

1. Payment of Principal and Interest; Prepayment and Lender covariant and agree as follows:

UNIFORM COVENANTS. Borrower and Lender covariant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covariants for non-uniform covariants with limited will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS. This Borrower is lawfully seized of the entire hereby conveyed and has the right to negotiate, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

All of the foregoing is reflected in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 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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15. Governing Law; Severability. This 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 Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

11. Notes. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to Borrower at Lander 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 this 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 sum already collected from Borrower which exceeded permitted limits will be repaid to Borrower. Lender may choose to make this credit 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 clause.

12. Successors and Assigns (b) (1)(B) (b) (2)(E). The conveyance and distribution of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 17.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of due date for payment of principal or interest

unless I can demonstrate that the proposed payment is reasonable and fair under the circumstances.

If the Property is subdivided 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 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 sums secured by this Security instrument whether or not due.

sums received by this society instrument whether or not the sums are then due.

Property insurance before the linking is less than the amount of the sums secured immediately before the linking, unless there would, owing to some sum to paid to someone, in the case of a failure of the company, be liable to the otherwise liable person.

The sums secured immediately before the taking, divided by (b) the last market value of the Property immediately before the date of the transfer, shall be paid to the Society in addition to the sum due under the instrument.

value of the property immediately before the taking is equal to or greater than the amount of the sum accrued by the time security instrument shall be released by the amount of the proceeds withheld by the following formula: (a) the total amount of

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 first named

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 retained and

9. **Lapse of time.** Lender or his agent may make reasonable efforts upon and inspections of the Project, Lender shall give Borrower notice at the time of or prior to its inspection specifically regarding cause for the lapse.

premiums required to maintain insurance in force, or to provide a loss reserve, under the requirements for midline

payments may no longer be required, at the option of Lennder, if monthly life insurance coverage (in the amount and for the period

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

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

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 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 assure 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 7.

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 3B1a

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GARIBOLDI TERRACE, THE

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American National Bank and Trust Company of Chicago
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 herein set forth.
Given under my hand and affixed seal, this 23rd day of September, 1991.

I. MAUREEN SALUTRIC, a Notary Public in and for said County and State do hereby certify that

MAUREEN SALUTRIC

MAUREEN SALUTRIC

County assessor

STANFORD REVIEWS

12M0309

Digitized by srujanika@gmail.com

(ms)

(mas)⁻

1301001.

(mgs)⁻¹

10000000

861

(WGS)

OBVATI

BY SIGNING BELOW, borrower accepts and agrees to the terms and conditions contained in this security instrument and in my rider(s) executed by Borrower and recorded with it.

Adjustable Rule Rider Conductium Rider V.A. Rider
 Family Rider Plumed Unit Development Rider Second Home Rider
 Balloon Rider Raile Improvement Rider Other(s) [specify] _____

24. Riders in the security instruments, in one or more trailer(s) executed by power and recorded together with the documents and agreements of each such rider shall be incorporated into this instrument as if the rider(s) were a part of this Security instrument.

This instrument is selected by the undersigned and shall remain his personal property until sold or exchanged or delivered to the trustee in trust for the payment of debts.