

PREPARED BY:
CHRISTINE M. PRESTON
CHICAGO, IL 60675

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RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

- [Space Above This Line For Recording Data]

MORTGAGE

334936 1013325

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 29, 1993
PAUL D. MCCOY

AND DIANA H. MCCOY, HUSBAND AND WIFE

"Borrower"). This Security Instrument is given to THE NORTHERN TRUST COMPANY DEPT-01 RECORDING 191111 TRAH 4134 01/05/94 12:29:00 \$37 45244 H-74-U 13325 COO COUNTY RECORDED

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINETY ONE THOUSAND AND 00/100 Dollars (\$132,191.00).

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 FEBRUARY 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 5 IN BLOCK 8 IN SPRINGDALE UNIT 5, BEING A SUBDIVISION IN THE
WEST 1/2 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

On January 19, 1978, the FBI received a telephone call from a man who identified himself as John C. Gandy, a retired Army Major General. Gandy advised that he had been approached by a man named "John" who claimed to be a member of the KGB. The man, "John," stated that he had information concerning the possible existence of a secret U.S. government program which involved the use of biological weapons.

18-08-325-068

which has the address of 5117 HARVEY, WESTERN SPRINGS
Illinois 60558 (Property Address);

Street, City

Zip Code _____

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 1 of 8 Form 3014 9/90

U.S. MORTGAGE CORPORATION • 10101 N. 107th Street • Suite 100 • Brookfield, WI 53142-2200 • (800) 521-7201 • Fax: (414) 761-1100

102-913

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more of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly disachtege any lien which has priority over this Security instrument unless Borrower: (ii) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents 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 substantially to Lender's terms to take one or this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security instrument, Lender may give Borrower a notice detailing the lien. Borrower shall satisfy the lien or take one or this Security instrument. Lender may give Borrower a notice detailing the lien.

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

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Legend under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2;

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any unused nonbinding payments, in Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in any time is not sufficient to pay the Accrual items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after notice of such deficiency.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Escrow for holding and applying the Funds, annually amalgamizing the escrow account, or venturing the Escrow Items, unless Lender pays Borrower interest on the Funds, annually amalgamizing the escrow account, or 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 in agreement with Lender in writing, however, Lender may not be required to pay Borrower any interest or earnings on the Funds, unless applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower used Lender may agree in writing, however, interest shall be paid on the Funds. Lender shall give to Borrower, without charge, all funds made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Escrow letters or otherwise in accordance with applicable law.

and assessments which may attain priority over this security instrument as it lies on the property; (b) security interests in property over this security instrument as it lies on the property; (c) security interests in the property, if any; (d) yearly ground rents on the property, if any; (e) yearly insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender; (g) the provisions of paragraph 8, in lieu of the payment of mortgagor insurance premiums. These items are called "Security Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount for a federal

Principals of fund interests on the debt evidenced by the trustee and any prepayment and rate changes due under the trustee.

1. Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORMLY CONVERGENT Bottower and Leinler's theorem follows directly from the uniformity of convergence of the sequence of functions $\{f_n\}$.

THIS SECURITY INSTRUMENT contains uniform conventions for mutual use and non-negotiable covenants with limited general application to consistute a uniform security instrument covering real property.

Instruments. All of the foregoing is referred to in this Security Instrument as the "Property".

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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 13, 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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Form 3014 9/80
OPIB 1092

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

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15. Governing Law: Security Interest shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Interest is held invalid or unenforceable, it will not affect other provisions of this Security Interest and the Note given effect without the conflicting provision. To the extent that the provisions of this Security Interest conflict with applicable law, such conflict shall not affect other provisions of this Security Interest and the Note given effect without the conflicting provision.

It by first class mail unless otherwise specified in the notice of transfer method. The notice will be delivered to the Proprietary Address or any other address designated by notice to Transferor. Any notice given by Transferor shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Loan Charges.** If the loan secured by this Security Instrument is unpaid to a law which sets maximum loan charges, and if 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 sum already collected from Borrower which exceeded permitted power and limits will be repaid to Lender only to the extent necessary to reduce the charge to the permitted limit; the remainder will be repaid to Borrower. Lender may choose to make this reduction by reducing the principal or interest or by making a direct payment to Borrower. If a refund reduces principal, this reduction will be treated as a partial prepayment without any payment to Borrower.

12. **Successors and Assigns Bound; Joint and Several Liability** Co-signers. The co-signers and signatories of this Security instrument shall bind and benefit by the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 17. Borrower's co-signers and assignments 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 witness, furnish and convey that instrument to the Lender and any other Borrower who may subsequently co-sign this Security instrument; and (b) is not personally obligated to pay the sums borrowed by this Security instrument; and (c) agrees that Lender and any other Borrower may refuse to extend, modify, forgive or renew this Security instrument.

11. Borrower Not Released; Forfeitarance By Lender Not a Waiver. Extension of the time for payment of or modification of the sums secured by the Secured Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower to any successor in interest. Lender shall not be required to release the sums secured by the Secured Instrument granted by Lender to any successor in interest of Borrower if the sums secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Unless Lessee Lender and Borrower otherwise agree in writing, any application of proceeds to preexisting shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make up award of damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not then due.

10. **Condemnation.** The proceeds of any award of 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 assessed and

9. Ineffection, Lennder or its agent may make reasonable entries upon and inspectioins of the Property. Lennder shall give

Payments may no longer be required, at the option of Lender, if mortgagage insurance coverage (in the amount and for the period that Lender, provided by an insurer approved by Lender assignable by him/her to Lender) is obtained by Borrower.

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammables 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 ~~failure to comply~~ 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.

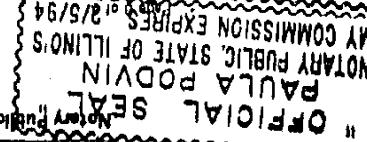
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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DPS 1096

Form 301A 9/90



ENR-6RIL 02/12/01

This instrument was prepared by:

My Commission Expires: 2/15/94

Given under my hand and official seal, this 29th day of December, 1993.
Signed and delivered the said instrument is THEIR free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same persons (s) whose name(s)

that PAUL D. MCCOY AND DIANA H. MCCOY, HUSBAND AND WIFE
in the County of COOK, Notary Public in and for said county and who do hereby certify
that PAUL D. MCCOY AND DIANA H. MCCOY, HUSBAND AND WIFE

Witnesses:
in any rider(s) executed by Borrower and recorded with it.

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

- Check if applicable boxes(s):
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 requirements of each such rider shall be incorporated into and shall amend and supplement
the covenants and requirements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- Other(s) [specify] MORTGAGE RIDER FOR COVENANT #22
 balloon Rider
 Graduated Payment Rider
 Biweekly Payment Rider
 Biweekly Payment Rider
 Condominium Rider
 Planned Unit Development Rider
 Rate Impairment Rider
 V.A. Rider

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 requirements of each such rider shall be incorporated into and shall amend and supplement
the covenants and requirements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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9-10-13 14-2

MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 22 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Paul D. McCoy
PAUL D. MCCOY

(SEAL)
-BORROWER

Diana H. McCoy
DIANA H. MCCOY

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

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