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Loan No: 02270015

Borrower: ROSE M. ROHLOFF

Date ID: 809

Permanent Index Number: 14-30-120-006

Prepared by: Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

BOX 392

Return to: ACCUBANC MORTGAGE CORP. 94014672
1 EAST 22ND STREET, #600
LOMBARD, ILLINOIS 60148

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 16th day of December, 1993.

The mortgagor is ROSE M. ROHLOFF, AN UNMARRIED WOMAN

This Security Instrument is given to PACOR MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 3242 W. 111TH STREET, CHICAGO, ILLINOIS 60655 ("Lender"). This Security Instrument is given to Lender for the sum of ONE HUNDRED NINE THOUSAND and NO/100----Dollars (U.S. \$ 109,000.00). 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 January 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 COOK County, Illinois:

LOT 27 IN BLOCK 2 IN WILLIAM HAHNE'S SUBDIVISION OF THE NORTH 1/2 OF LOT 13 IN SNOW ESTATES SUBVISION BY SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$23.50
T#0011 TRAN 9146 01/05/94 16:18:00
\$3261 * *--94-014672
COOK COUNTY RECORDER

94014672
2907

which has the address of 2907 NORTH HOYNE,

Illinois 60618 [Street]
[Zip Code]

(City) CHICAGO, IL
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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1. Introduction

6. Occupancy, Reservation, alienation and Sale of the Property. Notwithstanding the above, the lessees shall occupy, establish and use the Property as lessees, provided otherwise within this Agreement, during or before the Property to determine to destroy, shall have no right to do so.

unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration or payment of the Property damaged, in the restoration of which Lender's sole right is not lessened.

All insurable policies and renewals shall be accessible to Lender and shall include a standard mortgage clause.

Borrower shall promptly discharge any item which has priority over this Security Instrument unless Borrower's (a) agrees in writing to the payment of the obligation guaranteed by this instrument payable to Lender; (b) consents in good faith to the delegation secured by this instrument to a trustee acceptable to Lender; or (c) consents in writing to the substitution of the obligee(s) guaranteed by this instrument acceptable to Lender.

Borrower shall pay the offpayments in the manner prescribed in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph.

Parties agree to extend the period of time to 30 days for preparation of changes and to extend the period of time to 30 days for preparation of revised plans under paragraph 1 and 2, subject to application of the provisions of paragraph 2.

Upon payment in full of all sums accrued by this Security Instrument, it is understood that prompt payment is required to Borrower any Funds held by Lender. It, and any Funds held by Lender shall acquire title to all the Property, lessor to the acquisition or sale of the Property, except as otherwise provided by law applicable to this Security Instrument.

If the Funds fail to lend the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of the Funds held by Lender.

shall be paid to the Funds. Under shall give to Borrower, without charge, an annual accounting of the Funds, showing pay distributions, as well as the amounts received by the Funds secured by the Security Instrument.

permits Lennder to make such a charge. However, Lennder may require Rothiser to pay a one-time charge if he performs Lennder's services on his behalf. Rothiser and Lennder may agree to pay him whatever fee that Lennder charges for services on behalf of the Friends.

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity applicable law.

and would provide an accurate estimate of the excess mortality. Longer term survival with no disease progression is also important to reduce uncertainty in the estimate.

permittums. These items are called "Fiscrow items", "lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's credit needs under the Fisicrow Settlement Act of 1974 as amended from time to time; 12 U.S.C. § 2601 et seq. ("RESPA"). Under another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1. Payment of Premium and Interest; Preparation and Late Charge. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause of this Security Instrument or the Note conflicts with applicable law, 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 to be severable.

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 sum 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 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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11. Borrower Not Released; Furthermore by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the amount secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Lender to pay the principal amount of the note or any interest thereon.

If the Property is abandoned by Borrower, or if, after notice by Lender, Borrower fails to respond to Lender's written demand to make an award of settle a claim for damages, Borrower agrees to pay all attorney's fees and costs incurred by Lender in connection with such action.

10. Condensation. The proceeds of any part of the property, or for conveyance in lieu of condensation with any condensation or other taking of any part of the property, or for compensation in lieu of condensation, in connection

9. **Landscape.** Lender or its agent may make reasonable inspections from time to time at the Property.

Any amounts disbursed by Lender under this paragraph / shall become additional debt of Borrower if Security instrument distributed by Lender under this paragraph / shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Lenders' 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 its interest in the property. Although Lender does not have to do so, may take action under this paragraph 7, Lender does not have to do so.

Borrower shall be in default if any feature or action of preceeding, whether civil or criminal, is begun in Lender's good faith and against his security or otherwise materially impair the loan received by this Security instrument or Lender's security interest. Borrower may cure such a default and repossess, as is provided in paragraph 18, by curing the action or proceeding to be dismissed with a ruling that, in Lender's good faith judgment, fortifies or other material impairment of the loan created by this Security instrument or Lender's security interest in the property of other than Borrower shall also be in default if Borrower fails to pay his Security instrument or Lender's security interest in full.

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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 Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) {specify} _____

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.

(Seal)

ROSE M. ROHLOFF -Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Space Below This Line For Acknowledgment)

State of ILLINOIS
County of COOK

\$

The foregoing instrument was acknowledged before me this 16 day of DECEMBER, 1993, by

ROSE M. ROHLOFF

REC'D CLERK'S OFFICE
CLERK OF COOK COUNTY

My commission expires:

Laurie M. Ach
Notary Public
LAURIE M. ACH
(Printed Name)

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Property of Cook County Clerk's Office

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