

# UNOFFICIAL COPY

34030756

Return Recorded Doc to:  
Banc One Mortgage Corporation  
9399 W. Higgins Road 4th Floor  
Rosemont, IL 60018  
Attn: Post Closing Department

Box 260

A.T.G.F.  
BOX 370

[Space Above This Line For Recording Data]

## MORTGAGE

DEPT-01 RECORDING	\$1.00
140000 1948 01/03 01/10/74 11:48:00	
\$6805 E 44-94-030756	
COOK COUNTY RECORDER	

THIS MORTGAGE ("Security Instrument") is given on

December 27, 1993

The mortgagor is

MARK MUNYON & JEANINE MUNYON, KNOWN AS HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to MORTGAGE RESOURCE GROUP

34030756

which is organized and existing under the laws of THE STATE OF ILLINOIS

and whose address is 7644 W. NORTH AVENUE

ELMWOOD PARK, IL 60635

One Hundred Twenty-Five Thousand and No/100 -----

Dollars (U.S. \$ 125,000.00 ).

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 21, in North of River Forest Woods, a subdivision of that part of the West 1/4 of the South West 1/4 of Section 36, Township 49 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at a point in the West line of said South West 1/4 799.35 feet North of the South West corner thereof, running thence East 1329.8 feet on a line parallel with the South line of said section, to the East line of the West 1/4 of the South West 1/4; thence North 798.71 feet along said East line; thence Westerly 1329.83 feet to a point in said West line 798.71 feet North of the place of beginning measured along the said West line; thence South along said West line to the place of beginning in Cook County, Illinois.

PARAPMENT INDEX NUMBER: 13-36-346-008

which has the address of  
Illinois

1731 N. 78TH  
60635

Court JMW/M  
("Property Address");

(Zip Code)

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

WMA-8R(IL) (9100)

VMP MORTGAGE FORMS - (312)289-8100 - (800)421-7261

Page 1 of 6

Form 3014 9/90  
Amended 5/91

3180  M

ATTORNEYS' TITLE GUARANTY FUND, INC.

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Form 2014-8/90  
NMB-BR(U) 19051  
Page 2 of 6

of the actions set forth above within 10 days of the giving of notice. Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to remove the lien from the property. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may file a complaint suitably to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender to waive the lien to by, or demands against enforcement of this 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) conveys in good faith the lien to the Lender; (a) agrees in Borrows shall promptly discharge any lien which has priority over this Security Instrument unless Borrower.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay these 4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2.

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

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

amounts paid, as Lender's sole discretion. In Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve not sufficient to pay the escrow taxes when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is if the Funds held by Lender exceeded the amounts permitted to be held by applicable law, Lender shall account to Borrower for

made. The Funds are pledged as additional security for all sums secured by this Security Instrument. Lender accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an debits in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law Lender in connection with this loan, unless applicable law, otherwise to pay a rate of charge for an independent real estate tax reporting service used by However, Lender may require Borrower to pay a rate of charge for an independent real estate tax reporting service used by the Escrow Items, unless Lender pays Borrower less out of the Funds and applies the law permits Lender to make such a charge. Lender may not charge Borrower to hold any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender is such an institution) or in any other manner than agreed upon by the parties to the Escrow account, or verifying Lender, if Lender is held in an institution whose deposits are insured by a federal agency, instantly, or entirely (including otherwise in accordance with applicable law.

otherwise 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 amend from time to time, 12 U.S.C., Section 2601 et seq., ("RESPA"), unless another law that applies to the Funds sits a lesser mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in lieu of the payment of mortgagor insurance premiums. These items are called "Escrow Items." any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if Lender on the day normally payable under this Security Instrument as a lien on the Property; (b) yearly leaseshold payments and assessments which may attach priority to the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes to 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 and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform covenants for individual use and non-uniform covenants with limited 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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or hereafter a part of the property. All replacements and additions 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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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 clause of the Security Instrument conflicts with applicable law, such conflict shall not affect other provisions 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.

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice provided to Borrower shall be given by mailing it to the address herein or to any other address Lender designates by notice to Borrower. Any notice provided for in this Security Agreement shall be given by first class mail to Lender at the address set forth above in Section 13.

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 necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, lessender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. In a refund made as a partial prepayment without any preparation charge, the reduction will be reflected as a partial prepayment within the principal paid under the Note or by making a direct payment to Borrower.

12. **Successors and Assigns Bound; Joint and Several Liability to Creditors.** The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note; (a) is co-signing this Security instrument only to mortgage, than and convey that instrument to Lender under the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations which regard to the terms of this Security instrument or the Note without due Borrower's consent.

by this security instrument, whether or not under date of the month by which payment is referred to in paragraphs 1 and 2 or change the amount of such payments.

In the event property is sold and owned by Borrower, or it, and/or income by Lender, to Borrower shall use commercially reasonable efforts 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, as its option, either to restoration or repair of the Property or to the sums secured

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

whether or not there is any excess paid to Borrower, with 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 Security instrument 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 payment of the amounts secured immediately before the taking, unless 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 payment of the amounts 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 payment of the amounts secured immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

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 convenience in lieu of condemnation, are hereby assigned and

payments may no longer be required, at the option of Lennder, if mortgagage insurance coverage (in the amount and for the period that Lennder requires) provided by an insurer approved by Lennder again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgagage insurance in effect, or to provide a loss reserve, until the requirement for mortgagage insurance ends in accordance with any written agreement between Borrower and Lennder or applicable law.

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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 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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**BANG ONE MORTGAGE CORPORATION**

Fredrik D. Mueller, a Notary Public in and for said county and state do hereby certify that

'SIONITU AD ALVIS

BORTOWSKI

JOURNAL

•POWER  
—(Seal)

• Borrower  
Sect)

Auslastbare Brille Rider       Grandmumium Rider       14 Family Rider  
 Ballroom Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Grandparent Rider       Rail Improvement Rider       Second Home Rider  
 V.A. Rider       Other(s) [Specify] \_\_\_\_\_

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