

UNOFFICIAL COPY

94073766

This instrument prepared by
and should be returned to:

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

(Space Above This Line For Recording Data)

MORTGAGE

0000321517	01/10/1994	\$13.00
(1)	0000321517	01/10/1994
0000321517	01/10/1994	01/10/1994
COOK COUNTY RECORDER		

THIS MORTGAGE ("Security Instrument") is given on
JANUARY 13, 1994

The mortgagor is

("Borrower"). This Security Instrument is given to

THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670 ("Lender"). Borrower owes Lender the principal sum of

EIGHTY FIVE THOUSAND SIX HUNDRED & 00/100

Dollars (U.S. \$ 85,600.00).

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, 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # 19 36 121 043

33⁰⁰

which has the address of
Illinois

2911 W. 81ST STREET, CHICAGO
60652 ("Property Address");
(Zip Code)

(Street, City).

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

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Form 3014 0/00

Amended 6/97

Initials

VMP-6R(IL)-105

VMP MORTGAGE FORMS • (312)203-8100 • (800)521-7201

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Form 301/9/90
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VOLUME 9B(1) (1991)

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

Secondly instrument. Lender may give Borrower a notice identifying the loan to the extent one or more persons Second instrument, if Lender determines that any part of the Property is subject to a lien which may affect over this instrument or the title or (c) secures from the holder of the loan an agreement satisfactory to Lender stipulating the lien to be held by Lender against enforcement of the title or (b) contains an option operate to prevent the by, or defers against enforcement of the loan in, legal proceedings which in the Lender's opinion operate to prevent the writing of the payment of the obligation secured by the loan to a minor incapable to Lender; (b) contains in good faith the terms of the property which has priority over this Security instrument unless otherwise in

Borrower shall promptly answer to Lender receiving the payments.

Borrower makes the payments directly, however shall promptly furnish to Lender evidence of payment. If person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay him on time directly to the which may obtain priority over this Security instrument, and executed payments of second rank, if any, Borrower shall pay those

4. (charges). Lender, Borrower shall pay all taxes, assessments, charges, time and impoundments attributable to the Property

dated, to interest due, costs, to principal due, and last, to any late charges due under the Note.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any payment charge due under the Note, second, to amounts payable under paragraph 2;

Security instrument.

Property, shall apply any funds held by Lender at the time of acquisition of said in credit account the sums accrued by this held by Lender; if, under paragraph 2, Lender shall make up all the deficiency in the account of said the funds held by the not sufficient to pay the known debts when due, Lender shall make up the deficiency in the amount paid by Lender 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

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

bad, the funds are pledged in addition security for all sums accrued by this Security instrument.

Lender may pledge in writing, however, that interest shall be paid on the funds, Lender shall make up the deficiency in the funds was added according to the funds, showing credits and debits to the funds and the purpose for which each debit to the funds was under this instrument to be paid, Lender may so notify Borrower in writing, and, in such case Borrower shall pay not sufficient interest to pay the known debts when due, unless applicable law provides otherwise, Lender shall pay the deficiency in the funds, Lender shall pay the deficiency in the funds, unless in connection with this loan, unless applicable law provides otherwise, Lender shall pay a reasonable charge for an independent real estate tax collection service used by Lender, Lender may require Borrower to pay a reasonable charge for a reasonable charge for an independent real estate tax collection service used by Lender in this case, unless Lender pays Borrower for holding and applying the sums payable to Lender to make such a charge. Lender, if Lender is such an institution or any Federal home loan bank, Lender shall apply the funds to pay the known items, Lender may not charge Borrower for holding and applying the funds, usually under the circumstances of carrying items, Lender may not charge Borrower for holding and applying the funds, usually under the circumstances of carrying

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including

otherwise in accordance with applicable law.

otherwise the amount of funds less on the basis of current data and reasonably estimates of expenditures of future known items or amount, if so, Lender may, at any time, collect and hold funds to an amount not to exceed the lesser amount, Lender may demand from time to time, if Section 261 et seq. ("KESFA"), unless another law that applies to the funds sets a lesser amount than may be paid for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as mortgage loan may be paid, or for any reason, unless applicable law provides otherwise, Lender shall pay a reasonably related provision, of payment, at any time, in lieu of the payment of mortgage insurance premiums, these items are called "federal loans"; and (c) yearly mortgage insurance premiums, if any; and (D) any sums payable by Borrower to Lender, in accordance with the of round rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly fixed insurance premiums, if any; (e) yearly insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the and assessments which may affect this Security instrument as a lien on the Property; (g) yearly fixed insurance premiums under on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") for: (ii) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

interest on the debt evidenced by the Note and any payment and late charges due under the Note.

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

UNIFORM GOVERNANTS, Borrower and Lender shall cover all late charges due under the Note.

TITLE SECURITY INSTRUMENT contains certain covenants for mutual use and non-interference with limited

variations by joint stock company to constitute a unit under a title to the property covered by record.

THIS SECURITY INSTRUMENT contains covenants for mutual use and non-interference with limited

will defend generally the title to the Property against all claims and demands, except for encumbrances of record. Borrower waives the right to interfere

BORROWER GOVERNANTS that Borrower is lawfully seized 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 waives

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, appurtenances, and

fixtures now or hereafter a part of the property. All improvements 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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Form 303-1904
101010

15. GOVERNING LAW; SOVEREIGNTY. 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.

addressees satisfied herein or any other addressee Lemuel designates by notice to Borrower. Any notice provided for in this Section shall be deemed to have been given to Borrower or Lemuel when given as provided in this paragraph.

11. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it

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 the borrower which exceeded permitted limits will be refunded to the borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any repayment charge under the principal owed under the Note or by making a direct payment to the lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the lender.

12. Successors and Assignees Clause: joint and several liability; successors and assigns of this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, unless set forth in the provisions of this agreement.

11. Borrower Not Released; Forbearance; Payment Not in Arrears. Extension of the time for payment of modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original holder or Borrower's successors in interest. Lender shall not be required to release the liability of the original holder or Borrower's successors in interest if Borrower fails to pay the amounts due under this Security Instrument.

of my last account remitted to you in due date.

If the Property is sold and 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 date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to satisfaction or repair of the property or to the sum so sued

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 the due, with any excess paid to the owner and under otherwise applicable law otherwise provides, the proceeds shall be applied to the instrument immediately before the taking, unless the Property is sold to a party taking of the Property in which the due instrument is succeeded by the Property immediately before the taking, unless the sum secured by the due instrument is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless the Property and Land under otherwise applicable law otherwise provides, the proceeds shall be applied to the sums secured by the due instrument in which the due instrument is succeeded by the Property, unless the Property and Land under otherwise applicable law otherwise provides, the proceeds shall be applied to the sums secured by the due instrument whether or not the due sums are due then due.

(b) 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 reserved and shall be paid to []

9. In a perfect world, leaders of the agent may make reasonable estimates upon and inspections of the property, leaders shall give themselves notice in due time of or prior to an inspection specifically reasonable cause for the inspection.

Parties may no longer be required to record, in the option of either, a mortgage instrument executed by the parties in accordance with any written agreement between Borrower and Lender 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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Form 301A 9/90

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• This instrument was prepared by
THEIRINE MCGIVNEY
• OFFICIAL SEAL
Notary Public
• COUNTY OF COOK
• CITY OF CHICAGO
• STATE OF ILLINOIS
• MARCH 1994
• COMMISSION EXPIRES 1/17/95
• MARY PUBLIC STATE OF ILLINOIS

Given under my hand and affixed seal this 28th day of JANUARY 1994
Signed and delivered the said instrument as **hereinafter** 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 **s/he** he
personally known to me to be the same person(s) whose name(s)

1. THE UNDERSIGNED, DIVORCED SINCE MARRIED
, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS,
COOK COUNTY ss
Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in

- (Check applicable boxes)
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 this Security Instrument is if the rider(s) were a part of this Security Instrument.
 Adjustable Rate Rider
 Condominium Rider
 Family Rider
 Credit Union Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 balloon Rider
 V.A. Rider
 Second Home Rider
 Other(s) [Specify]

25. Covenants and agreements of this Security Instrument is if the rider(s) were a part of this Security Instrument.

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Mail Route 2100
One First National Plaza
Chicago, Illinois 60670
Telephone: (312) 732-4000

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LOAN # 0000321517
2911 W. 81ST STREET
CHICAGO, IL 60652

LEGAL DESCRIPTION RIDER

THE EAST 8 FEET OF LOT 6 AND ALL OF LOT 7 IN BLOCK 3 IN COLVIN'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 19 36 121 043

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