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94187394

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.
8100 OAK LANE
MIAMI LAKES, FL 33016
LOAN NUMBER: SO-523811-8



94187394

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 18TH , 1994
The mortgagor is **JEFFREY W. SARLES AND CYNTHIA K. SARLES, HUSBAND AND WIFE**

FIRST FEDERATED, INC.,
which is organized and existing under the laws of **ILLINOIS**,
133 EAST OGDEN, SUITE 1, HINSDALE, IL 60521, and whose address is

EIGHTY FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 85,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MARCH 1ST, 2004**. 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 107 IN J. W. MCCORMACK'S WESTMORELAND, A SUBDIVISION IN THE WEST 1/2 OF FRACTIONAL SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

P.I.N. 15-08-112-008 VOL. 158

DEPT-01 RECORDING 631.50
T00011 TRAN 0307 02/28/94 15146100
#1435 # 24-187394
COOK COUNTY REG ORDER

which has the address of **1535 LEE BOULEVARD**

[Street]

, BERKELEY
[City]

Illinois **60163**
[Zip Code]

(*Property Address*)

ILLINOIS Single Family Residential/Mobile Home UNIFORM INSTRUMENT
ITEM 1878L1 (9-93)

MFIL9141-04/93

Form 3014 990 (page 1 of 6 pages)

Grant Lakes Business Forms, Inc. ■

To Order Call: 1-800-830-8393 □ FAX: 815-791-1131

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Great Lakes Business Forms, Inc.

(016) 21978143, 0

5. **Hazard of Property Insurance.** However 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 under general rewrites insurance. This insurance shall be maintained in the amounts and

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees to waive priority of the payment; or (b) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (c) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (d) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (e) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (f) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (g) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (h) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (i) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (j) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (k) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (l) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (m) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (n) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (o) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (p) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (q) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (r) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (s) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (t) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (u) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (v) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (w) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (x) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (y) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (z) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender.

paragraph 2; third, to intercept due, fourth, to pre-empt due, and last, to any late charges due under the note.

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

Upon payment in full of all sums secured by this security instrument, Lender shall promptly return to Borrower any funds held by Lender in trust of all sums held by Lender at the time of acquisition or sale as a credit against the sums held by Lender under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition of the Property, shall apply funds held by Lender at the time of acquisition or sale as a credit against the sums

Borrower will 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 not sufficient to pay the Escrow Lien 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, at Lender's sole discretion.

Leader shall have power to borrow, without charge, an annual account of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

amount not to exceed the lesser amount. Leader may estimate the amount of funds due on the basis of current debt and reasonable estimates of expenditures of future expenses or otherwise in accordance with applicable law.

1. Payment of Premium and Interest on the Note and any charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly liability insurance premiums; (b) yearly liability insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes and Insurance". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount available for a federally related mortgage loan under the Federal National Mortgage Association's Ginnie Mae program, or any other law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount equal to 12 U.S.C. § 2601 et seq. ("RESPA"). Unless otherwise specified, Prepaid interest and late charges, Borrower shall promptly pay when due the principal of and interest on the Note and any prepayment and late charges due under the Note.

LIGERORI COVENANTS require and cause to be performed as follows:

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

BORROWER COVENANTS 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 or otherwise, which do not affect the title to the Property against all claims and demands, subject to any liens or mechanics' liens or other charges, taxes or assessments, which may now or hereafter be levied or assessed against the Property.

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

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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ICU-16796-XVII : 0808 005 008 1 1173 / 0010 02

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(Second edition, 1987). ISSN 0008-4160

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18. Borrower's Right to Remodel. If Borrower needs to remodel his/her home or change the use of his/her home, he/she must give written notice to Security Lender at least 60 days before commencing work.

If I under exercise this option, I under 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 power herein provided by this Security instrument without notice of demand or Barrage.

16. Borrower's Copy - Borrower shall be given one completed 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 his option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if under it exercise is prohibited by federal law as provided in section 1171 of the Gramm-Leach-Bliley Act of 1999.

can be given effect without the conflicting provision to this end the provisions of this section and the note are
deemed to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument or by mailing it by first class mail unless applicable law requires use of another method, shall be given by delivering it or by telephone to Borrower at its address set forth in this Security Instrument or by facsimile transmission to Borrower's address set forth in this Security Instrument.

12. **Loan Charges.** It is 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 loans, 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 that otherwise would be permitted loans will be rebated to the borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment under the Note.

12. Successors and Assigns **Borrower**, **Lender**, **Joint and Several Liability**; **Co-signers**. The covocants and agreements of this Section, as instrument shall bind and benefit them; successors and assigns of Lender and Borrower, subject to the provisions of this Note.

11. Borrower's Right to Release: Forbearance by Lender Not a Waiver. Extension of the time for payment of postponed or delayed payments referred to in paragraphs 1 and 2 or change the amount of such payments. Modification of amortization 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 Borrower's successor in interest. Lender may modify any of the terms of this instrument or the amounts due by this Security Instrument granted by Lender to any successor in interest of Borrower if Borrower shall not agree to the modification of the instrument or the amounts due by this Security Instrument granted by Lender to any successor in interest of Borrower or if Lender in its sole discretion determines that such modification is in the best interest of Lender.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of 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 restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not then due.

In the event of a loan taking or the transfer of the property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not the sum which the fair market value before the taking is equal to or greater than the amount of the sum secured by this Security instrument immediately before the taking is applied to the excess paid to the seller under otherwise than the amount of the sum secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provided, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sum which the fair market value before the taking is equal to or greater than the amount of the sum secured by this Security instrument immediately before the taking is less than the amount of the sum which the fair market value before the taking is equal to or greater than the amount of the sum secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provided.

any condemned or other ranking of any part of the property, or for conveyance in lieu of condemnation, are hereby assented and shall be paid to Lender.

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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 defenses 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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100 N. LaSalle Street • Chicago, IL 60601-1111 • (312) 744-5000 • Fax: (312) 744-5050
Date _____ Security instrument _____

Form 3014-9/90 (Page 6 of 6 pages)

100 N. LaSalle Street • Chicago, IL 60601-1111

Notary Public

(Address)

133 EAST 9TH STREET, SUITE #1, HINSDALE, IL 60521

(Name)

ELIAS EHRHARDT, INC.

This instrument was prepared by

Notary Public, State of Illinois

MARGA McHugh

"OILFIELD SLAB"

My Commission expires 4/2/94

Given under my hand and official seal, this

18th day of FEBRUARY, 1994

Local

and delivered the said instrument as the first and voluntary act, for his uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

, personally known to me to be the same person(s) whose name(s) are

do hereby certify that JESSIEE W. SARLES AND CYNTHIA K. SARLES, HUSBAND AND WIFE
, a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS,

Social Security Number
However:
(Seal)

Social Security Number
However:
(Seal)

Social Security Number
However:
(Seal)

Witness:
Jessiee W. Sarles
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in pages 1 through 6 of this
Security instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) (specify)

- | | | | | | |
|--------------------------|--------------------------|--------------------------------|--------------------------|--------------------------|--------------------------|
| Adjustable Rate Rider | Condominium Rider | Planned Unit Development Rider | Rate Improvement Rider | Second Home Rider | Balloon Rider |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Graduated Payment Rider | Biweekly Payment Rider | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | | |

Agreement. [Check applicable box(es)]

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. If one or more riders are executed by Borrower and recorded together with
24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with

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