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COOK COUNTY, ILLINOIS
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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 24TH, 1994**
The mortgagor is **DANIEL D. ROSSLER AND BARBARA J. ROSSLER HIS WIFE**

("Borrower"). This Security Instrument is given to
FINANCIAL FEDERAL TRUST AND SAVINGS BANK OF OLYMPIA FIELDS,
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is
21110 S. WESTERN AVENUE, OLYMPIA FIELDS, IL. 60461

("Lender"). Borrower owes Lender the principal sum of
SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ **77500.00**). 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 **APRIL 1ST, 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 95 IN COUNTRY CLUB HILLS UNIT NO. 7, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 2 RODS OF THE WEST 80 RODS AND EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED MARCH 31, 1959 AS DOCUMENT 17495223, IN COOK COUNTY, ILLINOIS

PIN # 31-03-314-022-0000

which has the address of

18930 JOHN AVENUE
(Street)

COUNTRY CLUB HILLS
(City)

Illinois

60478
(Zip Code)

("Property Address");

ILLINOIS. Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
(ITEM 1076 (0202))

5800061958

BOX 333

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-630-0363 (1) PAX 616-700-1131

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5. **Hazarded or Property Insurance.** Borrower shall keep the hazard insurance 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 loads of flooding, for which lender requires insurance. This insurance shall be maintained in the amounts and for the

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the Lender to a transfer of the obligation secured by the lien in a manner acceptable to Lender; or (c) consents in good faith the Lender to a transfer of the obligation secured by the lien in a manner acceptable to the Lender.

4. (Chargers; Lenses, Borrower shall pay all taxes, assessments, charges, fines and impositions, attributable to the property which may attain priority over this Security Instrument, and leschold paygments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to lender all notices of amounts to be paid under this paragraph. If borrower makes these payments directly, borrower shall promptly furnish to lender receipts evidencing this paragraph.

3. Application of Payments.

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an entity) or in any federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Lien(s). Lender may not charge Borrower for holding and applying the Funds, annually, unless the Escrow account, or verifying the Escrow Lien(s), unless Lender pays Borrower to pay a one-time charge for an independent real Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate law reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless otherwise agreed upon in the Funds, Lender shall not be required to pay Borrower any interest on the Funds until payment in full has been received by Lender from the Borrower.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the Note, principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

THIS SECRETARY INSTRUMENT combines uniform guidelines for national use and non-uniform guidelines with
equivalencies of record.

BORROWER COVENANTS that Borrower is lawfully engaged and has the right to mortgagor, grant and convey the Property as hereinabove set forth.

100% of the WLL in the improvements now or hereafter erected on the property; and an easement, applicable to all fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this Securitization instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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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 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 any

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Sample Form - Family Mortgage Note INFORMAL MORTGAGE - Uniform Conventions 9-90 (page 4 of 9 pages)

enforcement of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as Borrower's Right to Remodel), if Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security instrument without notice or demand on Borrower.

Secuity instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of these less than 90 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of three days of this Security instrument.

This Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of this transfer or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person.

17. Transfer of the Property or a Beneficial Interest. If all or any part of the Property or any part of the Note is sold or transferred for a beneficial interest in Borrower, Lender may invoke payment in full of all sums secured by this Security instrument.

18. Borrower's Copy. Borrower shall be given one contemporaneous copy of the Note and of this Security instrument.

19. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security instrument and the Note are declared to be enforceable,

be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are

conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can

survive in which the Property is located. In the event that any provision of this Security instrument or the Note are

declared to be enforceable, the Note and the law of the state in which the Property is located, shall be governed by federal law and the law of the state in which the Property is located.

20. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by

mail to Lender's address stated herein or any other address Lender designs 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.

21. Remedies. It is agreed that this Note and by reading the principles set forth the Note or by making a

change to the permitted limits and (b) any sums already collected from Borrower which exceed permitted limits will be

with the loan exceed the permitted limits, then (a) any sum that will be received by the amount necessary to reduce

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 is subject to a law which sets maximum loan

consent, or make any accommodations which regard to the terms of this Security instrument or the Note without this Borrower's

agreement by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, restructure by this Security instrument under the terms of this Security instrument (d) is not personally obligated to pay the sums

Borrower's interest in the Property under the terms of this Security instrument only to mitigate, prevent and convey the

instrument but does not exceed the Note; (e) is willing this Security instrument granted by co-signs this Security

paragraph 17. Borrower's co-contractors and successors shall be joint and several. Any Borrower who co-signs this Security

Instrument shall bind and benefit by this instrument and assigns of Lender and Borrower, subject to the provisions of this

12. Successors and Assigns. Fourth Lien and Second Lienability: (U-signers). The covenants and agreements of this

waiver of or preclude the exercise of any right or remedy.

11. Borrower's Right to Remodel. Forbearance by Lender. Fixation of the time for payment of

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

sums secured by this Security instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

award or settle a claim for damages, or to Lender to Borrower within 30 days after the date the note is given, if the

Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make

then due.

otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are

secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law

permits in which the fair market value of the Property immediately before the taking is less than the amount of the sums

Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the

friction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the

sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing,

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 in accordance with any otherwise agreement in writing.

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 then due, with any excess paid to Borrower. In the event of a partial taking of the Property in

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned 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 Substance, 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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(Page 6 of 6 pages) 06/6 Form 301

CHICAGO, IL 60435

MAIL TO: FEDERAL FINANCIAL TRUST & SAVINGS BANK
1000 University Avenue, Suite 1000, Seattle, Washington 98101

FINANCIAL FEDERAL TRUST & SAVINGS BANK

MAIL TO
[REDACTED] (address)

ROBERTA J. SADOWSKI

This instrument was prepared by

National Public

Hilary Duff

My Commission expenses
5.20 - 1/2

24TH FEBRUARY 1994

Given under my hand and official seal, this

forty.

and delivered the said instrument as 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 acknowledgedledge that THEY signed

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

do hereby certify that

DANIEL D. ROSSLER AND BARBARA J. ROSSLER HIS WIFE

a Notary Public in and for said county and state.

ISS AUGUST

STATE OF ILLINOIS COOK

(185) -

BARBARA J. ROSSLER

DEPARTMENT
(POS) 7

REVIEWER
(NAME) —

DANIEL D. ROSLER

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ISSN 1062-1024

ISSUE 1/A

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions 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] _____)

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Credituated Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Second Home Rider
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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))