

UNOFFICIAL COPY

9 14 3 1 2

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.
8100 OAK LANE
MIAMI LAKES, FL 33016
LOAN NUMBER: 50-524210-2

94223332

DEPT-01 RECORDING \$31.00
T00000 TRAN 6803 03/11/94 10:26:00
\$4626 4 24-223332
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 25TH , 1994
The mortgagor is MICHAEL J. O'DONNELL A/K/A MICHAEL O'DONNELL AND KERRY F. O'DONNELL,
HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to
WESTWOOD MORTGAGE SERVICES, INC.,
which is organized and existing under the laws of ILLINOIS , and whose address is
3 WESTBROOK CORPORATE CENTER, WESTCHESTER, IL 60154

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100
Dollars (U.S. \$ 103,500.00). 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, 2014 . 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:

LOTS 589, 590 AND 591 IN FRANK DELUGACH BEVERLY HILLCREST SUBDIVISION
IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED MAY 27, 1927 AS DOCUMENT NO. 9667375 IN COOK COUNTY,
ILLINOIS .
PIN 24-12-314-024 AND 24-12-314-025.

94223332

RECORDING
BOX 156

3100
X

which has the address of 2836 WEST 102ND PLACE , EVERGREEN PARK
(Street) [City]

Illinois 60642 ("Property Address");
(Zip Code)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 18701 (9103)

MIL 9141-04/93

Form 3014 9/90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■
To Order Call: 1-800 630-9393 / FAX 616-781-1121

UNOFFICIAL COPY

any 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.

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 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, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the 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 sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Relieved; Forbearance By Lender Not a Waiver. Extension of the time for payment or 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 or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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. 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 prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

UNOFFICIAL COPY

1000-500-900 | FAX 016-781-1111
DRAFT Lender's Insurance Form No. 1000-500-900

ITEM 1072613 (9103)

Farm 3014/90 (page 3 of 6 pages)

9. **Liaison.** Lender or his agent may make reasonable entries upon and inspectors of the Property. Lender shall agree to provide between Borrower and Lender or applicable law.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

11. **Mortgagee Lien.** Lender or his agent may make reasonable entries upon and inspectors of the Property. Lender shall

agree to provide a loss recover, until the requirements for mortgage insurance ends in accordance with any written

agreement becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in

accordance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender

in lieu of mortgage insurance. Loss recover payments may no longer be required, if these payments as a loss recover in

insurance coverage has ceased to be in effect, Lender will accept, use and retain these payments by Borrower which pay to

Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage being paid by Borrower to Lender

insurer approved by Lender. If subsequently equivalent monthly insurance previously in effect, a cost

premiums required to obtain coverage subsequently equivalent to the monthly insurance previously in effect, a cost

Security instrument, Borrower shall pay the monthly insurance to maintain the monthly insurance to Lender, if any

reason, the monthly insurance coverage required to maintain the monthly insurance to Lender, Borrower shall pay the

monthly insurance coverage as a condition of making the loan secured by this

reducing paying.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice given to Borrower

Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

loan 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

apprehension in court, paying reasonable attorney fees and costs and attorney fees on the Property to make repairs. Although Lender may

Property. Lender's actions may include paying any sums accrued by a lien which has priority over this Security instrument,

then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the

Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations),

contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements

agreed to the merger in writing.

of this lease, if Borrower refuses to pay the rent due to the Property, the lessor shall not merge unless Lender

Property as a principal residence. If this Security instrument is of a leasehold, Borrower shall comply with all the provisions

with the loan evidence by the Note, including, but not limited to, representations concerning Borrower's occupancy of the

inaccuracy information or statements to Lender (or trustee) to provide Lender with any material information) in connection

security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or

or proceeds to be dismissed with a ruling, as provided in paragraph 18, by causing the action

Lender security interest. Borrower may owe such a default and remain in the leasehold and the fee due shall not merge unless Lender

could result in forfeiture of the Property of otherwise materially impair the lien created by this Security instrument or

be in default if any forfeiture action of proceeding, whether civil or criminal, is begun that in Lender's good faith judgment

destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall

for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be

unreasonable withheld, or unless circumstances exist which are beyond Borrower's control. Borrower shall not

allow the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence

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

instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

possessive the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

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

which the notice is given.

the Property or to pay sums accrued by this Security instrument, whether or not due. The 30-day period will begin

the Property or to file a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has

applied to the sums accrued by this Security instrument, whether or not due, with any excess paid to Borrower. If

restitution or repeat is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

the Property damaged, if the restoration of repeat is economic, Lender's security is not lessened. If the

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of

Lender may make proof of loss if not made promptly by Borrower.

of paid premiums and renewal notices, in the event of loss, Borrower shall give promptly to Lender all receipts and

shall have the right to hold the policies and renewals. If Lender receives, Borrower shall standard mortgage clause. Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

Lender's approval which shall be made promptly in accordance with paragraph 7.

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's periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to

UNOFFICIAL COPY

3

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.

UNOFFICIAL COPY

To Order Fax: 1-800-530-9103 | FAX 815-791-1111
Graffiti Business Forms, Inc.

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

ITEM 187616 (9103)

(Address)

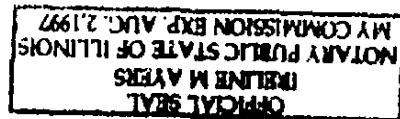
(Name)

WESTWOOD MORTGAGE SERVICES, INC.,

This instrument was prepared by

Notary Public

M. L. Dyer



My Commission expires:

Given under my hand and official seal, this

25th day of FEBRUARY, 1994

for the

and delivered the said instrument as the free and voluntary act, for whose uses and purposes therein 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 MICHAEL J. O'DONNELL A/K/A MICHAEL O'DONNELL AND KERRY E. O'DONNELL,

, a Notary Public in and for said county and state,

STATE OF ILLINOIS,

O'FALLON, IL

Social Security Number _____ Social Security Number _____

Borrower
(Seal)

Borrower
(Seal)

Social Security Number _____ Social Security Number _____

KERRY E. O'DONNELL
(Seal)

KERRY E. O'DONNELL
(Seal)

Witness:

Security instrument and in my rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conventions contained in pages 1 through 6 of this 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"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> <i>MICHAEL J. O'DONNELL</i> | <input type="checkbox"/> <i>KERRY E. O'DONNELL</i> | <input type="checkbox"/> <i>MICHAEL J. O'DONNELL</i> |

Instrument. [Check applicable box(es)]

Supplement the conventions 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 this Security instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement the Security instrument as if the rider(s) were a part of this Security instrument.

24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement the Security instrument as if the rider(s) were a part of this Security instrument.