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A.J. SMITH FEDERAL SAVINGS BANK
14757 S. CICERO AVENUE
MIDLOTHIAN, IL 60445

APPL# 002-40222051
REC# 0205001260

94262528

(Sign Above This Line For Recording Date)

MORTGAGE

The parties below, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby make and enter into this Mortgage, dated this 18th day of March, 1994, between

THIS MORTGAGE ("Security Instrument") is Given on **MARCH 18, 1994** by **THOMAS P. DE BOOD AND NOVEMBER DE BOOD, HIS WIFE** ("Borrower") to **A.J. SMITH FEDERAL SAVINGS BANK** ("Lender"). This Security Instrument is given to secure payment of the sum of **\$31,000** DEFT-01 RECORDING \$31,000 TRAN 7071 03/13/94 12147100 18406 5 31-94-262528 COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to Lender for the payment of principal, interest, and other amounts due under the Note.

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **14757 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS 60445**

"Lender"). Borrower owes Lender the principal sum of **TWENTY-FIVE THOUSAND AND NO/100** Dollars (U.S. \$ 25,000.00).

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 24, 2009**. 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 31 AND LOT 32 IN BLOCK 1 IN SENNELHAACK AND RUST'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. #11-30-31-801-010 (AFFECTS LOT 32)

P.I.N. #11-30-31-801-011 (AFFECTS LOT 31)

30-31-801-011 (AFFECTS LOT 31)

30-31-801-010 (AFFECTS LOT 32)

30-31-801-011 (AFFECTS LOT 31)

30-31-801-01

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Form 801 G/90
Page 2 of 8

Section 10(1)(j) 10(1)(j) 10

of the due date for payment within 10 days of the filing of notice. Security Instrument, Lender may give Borrower a notice demanding the return. Borrower shall satisfy the lien or take one or more steps to secure its interest in the property is subject to a lien which may attach priority over this Security Instrument, if Lender demands that any part of the property is subject to a lien which may attach priority over this instrument of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender under which Lender may attach superpriority to the lien to prevent the by, or demands against cancellation of the lien in, legal proceedings which in the Lender's opinion upsets to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or demands against cancellation of the lien in, legal proceedings which in the Lender's opinion upsets to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

Person aged payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If person aged payment, Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the which may attach priority over this Security Instrument, and Lender paid expenses, if any, Borrower shall pay these

4. (Change); Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property until, to the extent due; liability, to payment due; and then, to any late charges due under the Note.

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

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

Security Instrument.

Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this held by Lender; if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds

monetary payments, as Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for amounts to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after the due date necessary to pay the Escrow items within due, Lender shall acquire or sell the Property, and, in such case Borrower shall pay monies sufficient to pay the Escrow items within within the applicable law, if the amount of applicable law is less than twelve months. The Funds are disbursed as additional security for all sums secured by this Security Instrument.

Lender may agree in writing, however, that interest shall be paid on the Funds and the balance for which each debt to the Funds was earned according to the terms of the note, unless applicable law permits otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall apply interest to any payments or carryings on the Funds. Borrower and Lender in connection with this loan, unless applicable law provides otherwise, shall receive a real estate tax refunding service used by Lender, Lender may require Borrower to pay a one-time charge for an independent real estate tax refunding service used by

However, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, the Escrow items, unless Lender pays Borrower interest to the due date and applying the escrow account or very little

Lender, if Lender is such an institution, or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may charge Borrower interest to the due date and applying the escrow account or very little

The Funds shall be held in an institution whose depository are insured by a federal agency, instrumentality, or entity (including otherwise in accordance with applicable law.

otherwise the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or

amounts, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may

amounted from time to time, U.S.C., Section 2601 et seq. ("RESPA"), unless earlier law shall implies to the Funds set a lesser

mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These items are called "Escrow items."

any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if

and associations which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note;

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

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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

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

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower waives and

gives and conveys the Property and that the Property is lawfully seized of the entire hereby conveyed and has the right to manage.

All of the foregoing is recited to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, and

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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 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 Released; 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.

Form 2014-000
Page 4 of 6

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2. Premiums. Borrower shall pay the premiums required to maintain the noncancelable insurance coverage in effect. If, for any reason, the insurance, Borrower shall pay the premiums required to maintain the noncancelable insurance coverage as a condition of making the loan secured by this Deed of Trust.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

7. Protection of Lender's Rights in the Property. (1) 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, or condemnation of title), Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation of title) may take action under the easements, fixtures and other rights of way held by Lender in the Property, and Lender may take action under the easements, fixtures and other rights of way held by Lender in the Property.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholders, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender objects otherwise; agrees to writing, which consents shall not be unreasonably withheld, or unless 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 to the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun against Lender in connection with judgment could result in forfeiture of the Property, otherwise impairs the loan or the security interest in the Property or the value of the Property is diminished, as provided in paragraph 1A, by causing the action or proceeding to be dismissed with a default and remanded, or if the loan created by this Security Interest is converted to the principal of the Property or otherwise converted by the holder of the note or the trustee of the trust holding the note, or if the note is converted to a principal amount less than the amount outstanding.

Business customers and Bortowers agree in writing, any application of proceeds to principal shall not exceed or exceed prior to the acquisition of the property by Lender.

have the right to hold the policies and renewals, if Leader receives notices, premiums and renewals promptly give to Leader all receipts of paid premiums and renewals, in the event of loss, Boardowner shall give prompt notice to the insurance carrier and Leader, Leader may make proof of loss if not made promptly by Boardowner.

5. Hazard of Property Hazards. Borrower shall keep the property free of hazards, including mold or water damage, termite damage, asbestos, lead paint, radon gas, and other environmental hazards. Borrower shall not engage in any activity that creates or contributes to any hazard or damage to the property.

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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 those 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 title 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 in normal residential uses and in 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 Substances 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 recording costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

