UNOFFICIAL CC

AFTER RECORDING RETURN TO:

LONAR HORYGARE USA, INC. 1301 W 2200 ST SULTE 301 CAKEROOK, IL 6/521 ATTH: BRANCH NOR 800/421-2582

947.62575

DEPT-DI RECORDING

140000 TRAN 702+ 03/23/94 14#47100

COCK COUNTY RECORDER



[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTOAGE ("Security In Attament") is given on

MARCH 17TH, 1994

. The mortgager is

JAMES 7. DALERSTO, A WIDOW

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

LONAR WORTGAGE UBA, INC.

THE STATE OF COMMECTICUT which is organized and existing under the laws of

, and whos

P.O. BOX 660720 DALLAS, TX. 75236 address is

("Linder"). Borrower owes Londor the principal sum of

DoPars (U.S. \$ 69,600.00 DITATE THOUSAND SIX NUMBER AND NOTICE This debt is evidenced by Borrower's note dated the same date as this Security Inst. of ent ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APR'L 151, 2024 Instrument secures to Lendor: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (h) the payment of all other sums, with interest, advanced under puregraph 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 County, Illinois: COOK

> LOT 27 IN BLOCK 2 IN H.C. BLECHNER'S SUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 4G WORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE MORTHMAST 1/4, THE SOUTHEAST 1/4 OF THE MORTHMEST 1/4 AND THE EASY 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

PERMAKENT INDEX NUMBER : 14-19-205-029, VOLUME 482

which has the address of

1744 U. BYRCH

CHICAGO

litinos

62513

("Property Address");

[Zip Code]

ILLIPIOIS - Single Pemily - Famile Mea/Freddie Mac UNIFORM INSTRUMENT

333201126

VMP MORTUAGE PORME - (\$13)201-8100 - (600)531-7791

Property of Cook County Clerk's Office

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

EORROWER 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. Forrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform necessity instrument covering real property.

UNIFORM COVENANTS. Borrower and Lander covenant and agree us follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late 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 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 and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents or the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mentrage insurance premiums, if any; and (f) any sums payable by Borrower to Londer, in accordance with the provisions of paragraph f, in lieu of the payment of nurtgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage lean may require for Borrower's secrow secount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at seq. ("RESPA"), unless mother law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basic of current data and maximates estimates of expenditures of future Escrow leans or otherwise in accordance with applicable law.

The Funds shall be held in an institution vivue deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Yederal Home Loan Bank. Lender shall apply the Funds to pay the Encrow Items. Lender may not charge Borrower for holding and applying the Funds, aurasally analyzing the encrow account, or verifying the Escrow Items, unless Lender pays Borrower interest in the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a questime charge for an independent real setate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Engrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an angual accounting of the Funds, showing credits and debits to the Funds. Security Instrument.

If the Funds held by Lander exceed the amounts permitted to be held by applicable law, Lander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the analyze of the Funds held by Lander at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in 17thms, 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 monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refind to Borrower any Funds held by Lender. If, under paragraph 21, 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 again. The sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leaster unless paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay thom 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 the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the psyment of the obligation secured by the lien in a manner acceptable to Lander; (b) contests in good faill the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the suforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Berusity Instrument. If Lender determines that may part of the Property is subject to a lies which may attain priority over this Security Instrument, Lender may give Borrower a action identifying the lien. Borrower shell satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Higgard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be increasonably withheld. If Horrower 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, Bostower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of loss, Bostower shall give prompt notice to the insurance carrier and Lender may make proof of less if not made promptly by Bostower.

Unless Lander 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 Lander's security is not lessened. If the restoration or repair is not economically feasible or Lensier'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 Londor and To rower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the morthly postponts referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Londor, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londor 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 occur, the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Londor otherwise agreeing writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrown's control. Borrower shall not destroy, damage or impair the Property. allow the Property to detectorate, 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 Lend w's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lied created by this Security Introduct or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the extion 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 organish by this Security instrument or Lender's security interest. To rower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or stater and to Lender (or failed to provide Lander 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 lousehold, 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 constants 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), i.e., I ender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Leader'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 Londer under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Londer 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 Lander to Borrower requesting payment.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making de 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 Londer lapses or consect to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Londer. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Londer each mouth a sum equal to one-swelfth of the yearly mortgage insurance previous being paid by Borrower when the insurance coverage lapsed or ossaid to be an effect. Londer will accept, use and retain those payments as a loss reserve in lies of mortgage insurance. Loss reserve

Para 3014, and

Property of Coot County Clert's Office

payments may no longer be required, at the option of Lender, if mortgage insurance contrage (in the attount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Horrower 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.

- 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 condomnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby swigned and abell be paid to Lender.

In the event of a total taking of the Property, the processes 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 same 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 nums secured any editedly before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the nums secured immediately before the taking in less than the amount of the nums secured immediately before the taking and the same secured by this Security in a secure whether or not the same are then due.

If the Property is sheadoned by Borrower, or if, after notice by Lender to Borrower that the condension offers to make an award or settle a claim for damages, storrower fails to respond to Lorder 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 thes.

Unless Lender and Borrower otherwise agree is writing, any application of proceeds to principal shall not extend or postpone the due of the monthly payments referred to it pringraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lenter 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 release to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any occasid made by the original Borrower or Borrower's necessors in interest. Any forbearance by Lender in exercising any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liubility; Co-guers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Leruer 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 repres to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.
- 13. Loza Charges. If the loss secured by this Security Instrument is subject to a law which so a maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such ions charge shall be reduced by the amount necessary to so the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refused to Borrower. Lender may choose to make this refund by reducing the principal ewed under the Note or by making a curect payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any propayment 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 Lorder. Any notice to Lorder shall be given by first class mail to Lorder's address stated herein or any other address Lorder 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 said the provisions of this Security Instrument and the Note are declared to be neverable.

Form J014 AFF0

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16. Barrower's Copy. Barrower 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 Londer'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 Lander if exercise is prohibited by federal law as of the date of this Socurity Instrument.

If Lumber exercises this option, Lepdor shall give Borrower notice of acceleration. The notice aball provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower nust pay all main secured by this Security instrument. If Borrower fails to pay these sums price to the expiration of this period, Lender may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

18. Horrower's Right to Reinstate. If Borrower mosts certain conditions, Burrower 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 Lendes all sums which then would be due under this Security Instrument and the Note as if no accessration had occurred; (b) ourse any default of any other covenants or agreements; (e) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' feer; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrumera, Londor's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument A. Il continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby abeli 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.

The Note or a partial interest in the Note (together with this Security 19. Sale of Note: Change of Louis Servicer. Instrument) may be sold one or more times without prior notice to Formwer. A sale may result in a change in the entity (known as the "Loan Servicer") that collects ployshly payments due under the Note and this Socurity Instrument. There also may be one or more changes of the Loan Services unrelessed to a sale of the Note. If there is a change of the Loan Services, Borrower will be given written notice of the change in according 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. Borrowes shall you cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrows chall not do, nor allow suyone 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 unes and to maintenance of the Property.

Borrower shell promptly give Londer 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 temoval 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 fram mable or texic petroleum products, texic posticides and herbicides, volatile solvents, meterials containing ashestos or formals/objue, 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 COYENANTS. Borrower and Lander further covenant and agree as followers

- 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 care 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 Prop. rty. The natice 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 hefore the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by thir 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, responsible 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 waiven all right of homesteed exemption in the Property.



24. Riders to this Security lastrument.	If one or more riders are executed by I	Barrawer and recorded together with this
Security Instrument, the cover out and agree	anon's of each such rider shall be incorpore	toemeloque bus busine llade bus otti beti
the covenants and agreements of this Socurity [Check applicable box(es)]	A STACEMENT OF THE COST OF A SECOND STACE OF A	ны зоситку пъятишетк.
Adjustable Rute Rider Graduated Payment Rider	Condominium Rider Planned Unit Development Rider	1-4 Family Rider Biweekly Payment Rider
Balloon Rider	Rate Improvement Ridor	Second Home Rider
V.A. Riday	/ Other(s) [specify]	
	4	
	C	
BY SIGNING BELOW, Borrower acceptions, sider(s) executed by Borrower and record	is and agrees to the texts and covenues con	· ·
Witnesses:	Janesn J	1 Dalessed (Seal)
	JAHEEN, T. DAY (SEL)	- Controver (Sent)
	11X1 mi	HIA).
	Jan Y	(Soal)
		-Bossower
		0.
and the state of t	(ileal) -Borrower	(Seal)
STATE OF ILLINOIS.	last- am	
- · · ·	'O	# ;
1. The Undersegnes	a widow public in and for as	aid county and state do hereby certify that
Janes T. Dalessio	a widow and that	Kaffe Kanton PC
subscribed to the foregoing instrument, appear	• •	ito be the same person(a) whose name(s) wiedged that
signed and delivered the said instrument as Given under my band and official seal, th	is iree and voluntary act, for the us	on and purposes therein set forth. 1994
	- //so wo / taccor	Anda Cerrent
My Commission Expires:	Notary Public	man certific
This landsquared may arrespend here	•	
This Instrument was propared by:	OFFICE	TAL SEAL "
-GR(IL) nien 333201126	Property Supplemental Francisco	A CZYZNK Form 3014 9/90
	MY CONTAINS	ION EXPINES 5-13-9V