

PREPARED BY:
LOIS SULLIVAN
CHICAGO, IL 60656

UNOFFICIAL COPY

94262197

RECORD AND RETURN TO:

COLUMBIA NATIONAL BANK OF CHICAGO
5231 NORTH HARLEM AVENUE
CHICAGO, ILLINOIS 60656

CNBMC
BOX 684

[Space Above This Line For Recording Date]

MORTGAGE

37Q193

THIS MORTGAGE ("Security Instrument") is given on **MARCH 18, 1994** by **RAYMOND G. MULLER, DIVORCED, NOT SINCE REMARRIED** and **JoAnn FONTANA, DIVORCED, NOT SINCE REMARRIED**

94262197

("Borrower"). This Security Instrument is given to **COLUMBIA NATIONAL BANK OF CHICAGO**, DEPT-01 RECORDING T-60014 TRAN 1170 03/23/94 (3133100) #0341 & 94-262197 COOK COUNTY RECORDER

which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is **5231 NORTH HARLEM AVENUE**, **CHICAGO, ILLINOIS 60656** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED FIFTY THOUSAND** AND **00/100** Dollars (U.S. \$ **150,000.00**).

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 **APRIL 1, 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 44 IN BLOCK 3 FREDERICKSON AND COMPANY'S FIRST ADDITION TO NORRIDGE MANOR, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE EAST 10 FEET, THEREOF), OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-13-117-023, having about **0.10** acre(s) of land, more or less, being described as follows: **4724, NORTH OVERTHILL, NORRIDGE, ILLINOIS 60656** ("Property Address"); Zip Code **60656**; Street, City **4724, NORTH OVERTHILL, NORRIDGE, ILLINOIS 60656**.

ILLINOIS Single Family Freddie Mac/Freddie Mac UNIFORM INSTRUMENT
MORTGAGE FORM NO. 3014-9400
DATE PREPARED: 03/18/94
MORTGAGE FORM NO. 3014-9400



Form 3014-9400
DPS 7080
31/00

Impact

31/00
3014-9400

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Form 301A 7/96
DPS 1096

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However, if a party to the lease has granted authority over the lease to another person, (a) contains in general terms the grant of authority and (b) contains in a manner acceptable to lessee, (c) contains in good faith the lease within 30 days of the giving of notice.

4. (Chargé) Léons, Borrower shall pay all taxes, assessments, charges, fines and import duties or taxes payable to the Proprietor under the following conditions:

3. Application of Programs, unless otherwise, all programs received by law providers under paragraph 1 and 2 shall be applied first, to any prepayment charges due under the Note second, to imminent payable under paragraph 2 and, to interest due, to principal due, and last, to any late charges due under the Note.

1.10 **Personnel** In full or in parts severable by this Security Instrument, Lender shall promptly refund to Borrower any funds held as funds held by Lender at the time of liquidation or sale as a credit against the sums demanded by

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the accrued items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months after a Lender's sole discretion.

bestow rights to reward in accordance with applicable law.

prepared of and presented in the debt evidenced by the Note and any preparation and late charges due under the Note.

¹ Permissions of Princeton and Leland Stanford Junior Universities.

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

Verbalizations by students in the discussion of constituents & justify their solution to instrument covering self-projectivity.

THIS IS A LIBRARY RESOURCE—available without fee and non-exclusive coverages with limited

and will defend appellants' due notice to the Plaintiff and demands sufficient to any subsequent issues of record.

more and more the Party and the people are becoming conscious of the importance of record-breaking enterprises as the stimulus for economic development.

RESPONSIVE COUNTRIES have been able to take advantage of the unique opportunity presented by the recent financial crisis.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Agreement.

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5. Hazard 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 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

is to be used to offset losses arising from the failure of the insurance company to pay claims or to defend suits against the property.

9. Sale of Property. The Borrower shall not sell, transfer, or otherwise dispose of the Property without the written consent of Lender.

The Borrower shall not lease the Property to anyone without the written consent of Lender.

The Borrower shall not make any changes to the Property without the written consent of Lender.

DPS 1001

Form 3014 8/80

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Form 301A 5190
DPS 1092

16. The owner shall be given one undated copy of the Note and of this Security Instrument.

$\{1, 2, 3, 4, 5, 6, 7, 8\} \cup \{10\}$

15. **Compliance Laws, Security Instruments**. This Security Instrument shall be governed by federal law and the law of the state where the instrument is executed. To this end the provisions of this Security Instrument and the Note are deemed given effect without regard to the conflict of laws, such conflict shall not affect other provisions of this Security Instrument or the Note which can be satisfied with acceptable law, in the event that any provision of this Note is contrary to the law of the state in which the instrument is executed.

4. **Sources:** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the following address, unless otherwise specified in any other address entered on this instrument:

¹Proposed name change under the Securities Act of 1934.

12. **Loan Charges.** If the loan secured by this Security Instrument is satisfied in a sum which sets maximum loan charges, and this loan is timely repaid 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 limits, and (b) any such loan charge shall be reduced under the principle of equality as a direct payment of attorney fees.

¹⁷ SECURITIES AND ASSUMPTIONS, para 12; SECURITY, para 12; BORROWER, para 12; GUARANTOR, para 12.

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 if otherwise moldy amortization would result by this Section.

11. Borrower Not Releasable; Forgiveness By Lender Not a Waiver; Extension of the time for payment of indebtedness of amounts accrued by the sum secured by the security instrument granted by Lender to any successor in interest of Borrower shall not constitute a release of the indebtedness or otherwise affect the rights of Lender under this Section.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 his option, either to restoration or repair of the property or to the sums secured by this security interest and whether or not then due.

for a condominium, the proceeds of any award of damages, except of course in lieu of condemnation, are hereby designated and shall be paid to the owner.

that Lender (hereinafter referred by an Investor approved by Lender) shall pay premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage ends in accordance with written agreement between Borrower and Lender or applicable law.

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

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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 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.

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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.

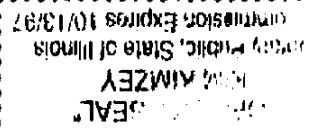
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

DPR 100
Form 3014-2000

10-07-2014

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Form 301A 9/90
DPS 1094



RECEIVED - 6/20/97 - 10:45 AM - COOK COUNTY CLERK'S OFFICE

This instrument was prepared by

My Commissioned Notary Public

I, KATHY MIMZEV, Notary Public, do solemnly swear and declare that I have read and understood the said instrument as **THE TRUTH, TRUTH AND VIRTUE** act, for the uses and purposes herein set forth, subscribed to the four corners of this instrument, appeared before me this day in person, and acknowledged that **They**, personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS, COOK COUNTY, County of
JOAQN FONTANA, DIVORCED, NOT SINCE REMARRIED
and RAYMOND G. MELLER, DIVORCED, NOT SINCE REMARRIED AND
I, (_____), Notary Public in and for said county and state do hereby certify
that RAYMOND G. MELLER, DIVORCED, NOT SINCE REMARRIED AND

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

JOAQN FONTANA

-Borrower
(Seal)

RAYMOND G. MELLER

BY SIGNING HEREON, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Check applicable box (s):

23. Rider(s) 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.

- Adjustable Rate Rider
- Cordondium Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- balloon Rider
- VA's Rider
- Other(s) [Specify]

24. Rider(s) 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.