

UNOFFICIAL COPY

94254716

[Space Above This Line For Recording Data]

MORTGAGE

10662477-6

THIS MORTGAGE ("Security Instrument") is given on MARCH 15TH 1994. The mortgagor is JANICE B. TRAFICANT, DIVORCED AND NOT SINCE REMARRIED

This Security Instrument is given to SOURCE ONE MORTGAGE SERVICES CORPORATION ("Borrower") which is organized and existing under the laws of DELAWARE and whose address is 27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357 ("Lender").

Borrower owes Lender the principal sum of EIGHTY TWO THOUSAND DOLLARS AND NO/100 Dollars (US \$ 82,000 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 15, 1994.

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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

P. I. N. 109 35 207 031 1114 AND 09 35 207 031 1038

SEARCHED INDEXED SERIALIZED FILED
MAY 19 1994
COOK COUNTY RECORDER

94254716

which has the address of 101 SUMMIT AVENUE UNIT #407, PARK RIDGE, ILLINOIS 60056 ("Property Address");

Illinois 60056 ("Property Address");

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 Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER 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. Borrower 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 security instrument covering real property.

UNIFORM COVENANTS: Borrower and Lender covenant and agree as 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 on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 6, in lieu of the

Handwritten initials and date: 8/19/94

UNOFFICIAL COPY

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 condemner 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 or 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 with a 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, waive 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 Reinstatement. 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) 90 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 attorney's 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.

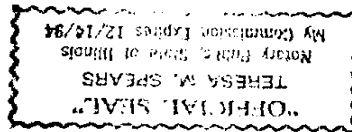
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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

UNOFFICIAL COPY

Form 3014 8/90 (Page 4 of 4 pages)



Notary Public, *Theresa M. Spears*
Cook County, Illinois

My Commission expires: *12/19/94*
(person acknowledging)

by *Theresa M. Spears*
The foregoing instrument was acknowledged before me this *15th* day of *MARCH*, 1994 (date)

STATE OF ILLINOIS, COOK County ss. _____

[Space Below This Line For Acknowledgment]

Social Security Number
-Borrower
(Seal)

Social Security Number
-Borrower
(Seal)

Social Security Number
-Borrower
(Seal)

Social Security Number
-Borrower
(Seal)

Prepared By and When Recorded, Return To:
ANGEL BREWER
SOCIETY ONE MORTGAGE SERVICES CORPORATION
1051 CLIMAX DRIVE APT 1100
SCHUMBERG, IL 60173

Witnesses:

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

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) (specify)

24. Rider 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 the Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recitation costs.

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 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.

Property of Cook County Clerk's Office

(Sign Original Only)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

JANICE B. TRAFICANTI

4778276

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(v) termination of professional management and assumption of self-management of the Owners Association; or

(vi) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(vii) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(viii) the abatement or partition of the Property or consent to

(ix) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(x) in Uniform Covenant 10.

(xi) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xii) in Uniform Covenant 10.

(xiii) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xiv) in Uniform Covenant 10.

(xv) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xvi) in Uniform Covenant 10.

(xvii) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xviii) in Uniform Covenant 10.

(xix) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xx) in Uniform Covenant 10.

(xxi) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xxii) in Uniform Covenant 10.

(xxiii) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xxiv) in Uniform Covenant 10.

(xxv) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xxvi) in Uniform Covenant 10.

(xxvii) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xxviii) in Uniform Covenant 10.

(xxix) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xxx) in Uniform Covenant 10.

(xxxi) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

(xxxii) in Uniform Covenant 10.

(xxxiii) Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

10852477-5

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 15th day of MARCH 19 94 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed to the "Security Instrument" of the same date given by the undersigned (the "Borrower") to secure Borrower's Note in SOURCE ONE MORTGAGE SERVICES CORPORATION, A DELAWARE CORPORATION.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 101 SUMMIT AVENUE UNIT #407, PARK RIDGE, IL 60068

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: SUMMIT CONDOMINIUMS

(Name of Condominium Project)

(The "Condominium Project") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) code of regulations; and (iv) other equivalent documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution or hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance (in the case of condemnation), are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except at its notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to

UNOFFICIAL COPY

00000000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

07128286

Property of Cook County

THE SOUTHWESTERLY 1/2 OF TRACT PART OF ECLID AVENUE VACATED BY ORDINANCE, DATED JULY 19, 1983 AND RECORDED DECEMBER 20, 1983 AS DOCUMENT 26902933, WHICH LIES NORTHEASTLY OF THE SOUTHWESTERLY LINE OF LOT 20 EXTENDED NORTHWESTERLY TO BLOCK 2 IN QUARTER 2, SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOLLOWING DESCRIBED LAND:
26902934, FOR PARKING, IMPROVEMENTS AND BARRIERS OVER AND UPON THE DECEMBER 7, 1983 AND RECORDED DECEMBER 20, 1983 AS DOCUMENT 26902933, THE DECAYED OR COVETED, REMOVED AND BARRIERS DATED PARK RIDGE, A MUNICIPAL CORPORATION OF ILLINOIS, AS SET FORTH IN AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, AND THE CITY OF CHICAGO, A NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1972 AND KNOWN AS TRUST NUMBER 5000, GREAT AND BETWEEN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ILLINOIS, AND FOR THE BENEFIT OF PARCEL 1 MADE BY

PARCEL 2:
INDIVIDUAL UNIT 407 AND COVERED PARKING UNIT G-19 IN THE SUMMIT CONDOMINIUM AS DEFINED ON PLAN OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
LOT 2 AND 3 IN THE SOUTH, BEING A SUBDIVISION OF CERTAIN LOTS IN CERTAIN BLOCKS IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED MARCH 23 1983 AS DOCUMENT NUMBER 26902934 IN COOK COUNTY, ILLINOIS, WHICH NUMBER IS ATTACHED AS CONTRIB #2 TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26902934, IN COOK COUNTY, ILLINOIS.

Legal description:

UNOFFICIAL COPY

Property of Cook County Clerk's Office