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MORTGAGE

THIS LOAN IS DUE AND PAYABLE IN 5 YEARS. YOU MUST PAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND ALL ACCRUED INTEREST AND FEES ON OR BEFORE THE DAY OF EXPIRATION TO PREPAY THE LOAN AT THAT TIME. THIS SECURITY INSTRUMENT IS FOR THE USE AND BENEFIT OF THE LENDER. IT IS THE SOLE PROPERTY OF THE LENDER. YOU WILL OWN NO PART OF THE PROPERTY SECURED BY THIS SECURITY INSTRUMENT UNLESS YOU ARE PAYING MARKET RATE, WHICH MAY BE CONSIDERED A MORTGAGE AT THE BRACKISH RATE ON THIS CONTRACT.

THIS MORTGAGE ("Security Instrument") is given on March 22, 1994 . The mortgagor is

First Chicago Trust Co. of Illinois as Trustee
UTA #10-461 and dated 12/17/93

DEPT-01 RECORDING \$37.50
T40011 TRAN 0967 03/31/94 11:15:00
\$1150 F *-94-290582
COOK COUNTY RECORDER

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

American National Bank & Trust Co. of Chicago, a National Banking Association

which is organized and existing under the laws of the United States of America . and whose address is

133 West Grand Avenue, Bensenville, IL 60106 ("Lender"). Borrower owes Lender the principal sum of

Seventy Five Thousand and 00/100----- Dollars (U.S. \$ 75,000.00-----). 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, 1999. 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 11 AND THE SOUTH 1/2 OF LOT 10 IN BLOCK 10 IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15 AND LOTS 2, 4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 IN CLIFFORD ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16-01-311-023 VOLUME NO.: 535

which has the address of 1012 NORTH MOZART STREET, CHICAGO [Street, City],
Illinois 60622 ("Property Address");
[Zip Code]

3P50

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90

Amended 5/91

VMP MORTGAGE FORMS - (313)293-8100 - 1800521-7291

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13. Borrower's copy: Borrower shall be given one controlled copy of the Note and of this Security Instrument.

1st. Notice. 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 of the debtor's address stated herein or any other address Lender designates by notice to Borrower. Any notice given by first class mail to Lender, Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

peculiarities in charge under the Note.

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 loans, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted loans; (b) any sums already collected from Borrower which exceeded permitted loans will be refunded to Borrower; (c) Lender may choose to make this refund by reducing the principal owed under the Note or by making a prepayment to Borrower; if a refund reduces principal, the reduction will be treated as a partial prepayment without any gain or loss to Borrower.

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 holder of the Note without Borrower's consent.

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 successors and assigns 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 mortgagee, from and convey that

secured by this Security instrument, whether or not then due.

If the Property is at hand and held by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to sell and apply the proceeds, as its option, either to restoration or repair of the Property or to the sum(s) awarded or to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, either to restore or repair the Property or to the sum(s) awarded.

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 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:

(a) the total amount of the sums secured by (b) the fair market value of the Property immediately before the taking, divided by (c) the fair market value of the Property immediately before the taking.

This Security Instrument shall be reduced by the amount of the proceeds multiplied by the following:

(a) the total amount of the sums secured by (b) the fair market value of the Property immediately before the taking, divided by (c) the fair market value of the Property immediately before the taking.

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

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.

Payments may no longer be required, at the option of Lender, if mortgagor insurance coverage (in the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained prior to provide a loss reserve, until the reinsurance premium for mortgagor's risk is paid.

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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 8, in lieu of the payment of mortgage 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 loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another 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 basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including 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 not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate 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 Borrower 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 annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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 Escrow 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. 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 refund 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 against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under 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 them 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 payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Agreement, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance ceases or lapses, Borrower shall pay the premiums required by Lender to maintain the mortgage insurance in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lender will waive all rights under the policy of mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to one-twelfth of the yearly premium before the date of maturity of the note. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly premium before the date of maturity of the note. Substantially equivalent mortgage coverage is not available, Borrower shall pay to Lender each month a sum equal to substantially equivalent mortgage coverage insurance previously in effect, from an ultimate mortgage insurer approved by Lender. If Lender is not satisfied with the ultimate mortgage insurer chosen by Borrower, Lender may require Borrower 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 ultimate mortgage insurer approved by Lender. If Lender is not satisfied with the ultimate mortgage insurer chosen by Borrower, Lender may require Borrower 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 ultimate mortgage insurer approved by Lender.

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

7.1. Leader does not have to do so

7. Protection of Leader'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 Leader's rights in the Property (such as a proceeding in bankruptcy, probate, for guardianship or conservatorship or to enforce laws or regulations), then Leader may do and include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney fees and entering on the Property to make repairs. Although Leader may under this paragraph

secured by this Security Instrument, whether or not then due, The 30-day period will begin when the notice is given.

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.

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

Lender may 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 a notice from Lender within 30 days a notice to Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds to repair or restore the property or to pay sums

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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods required, for which Lender requires insurance. This 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.

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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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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RPY personally known to me to be the same persons who
occurred, respectively, appeared before me this
afternoon and voluntarily, upon my advice, signed a
written confession of the offense which they
had committed, and I am satisfied that they
have done so freely and voluntarily and as the free
and voluntary act and assent of each
of said Company, as well as of the
LYNN M. REEDS, Esq., General Counsel, for
CIVEN Under my Hand and Witness this
11th day of January, A.D. 1911.

DO HEREBY CERTIFY, that we, President and Vice-President of the First Chicago Trust Co., of
Navy Pier, in and for said County, in the State aforesaid,

ATTEST 
Secretary General

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
TRUST COMPANY OF ILLINOIS & SUBSIDIARIES TO FIRST CHICAGO
FIRST CHICAGO TRUST CO., DE ILLINOIS TRUST COMPANY OF CHICAGO,
FIRST COMPANY OF ILLINOIS and not personally.

In any riders(s) executed by Borrower and recorded with it, to the terms and covenants contained in this Security Instrument and in any documents recited, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders(s) executed by Borrower and recorded with it.

<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Grandmother/Rider	<input type="checkbox"/> Graduate/Payment Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Balloon Rider
<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.1. **Riders.** In this security instrument, if one or more riders are executed by Borrower and recorded together with this security instrument, it one or more riders are executed by Borrower and recorded together with this security instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.