## UNOFFICIAL COPY

## 943535

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MORTGAGE

[Space Above Thin Line for Recording Date]

THE MORTOAGE ("Socurity Instrument") is given on 18TH, day of APRIL, 1994. The moregagor to BRUCE P MATTEON AND JAYNE B MATTSON STY ONA CHARCUIL

DEPT-01 RECORDING TO SEE

T10011 TRAIL 1375-04/20/94-10104100 57464 4 4 94-94-353519

CODK COUNTY RECORDER ...

("Borrower" This Security Instrument is given to CRESTAR MORTGAGE CAPITAL CORPORATION which is organized and existing under the laws of Virginia, and whose address is 2108 W. Laburnim Avenue, Richmond, VA 23227

("Lender"). Borrager owes Lender the principal sum of

THREE HUNDRED EIGHTY SIX THOUSAND AND NO/100 DOLLARS (U.S. \$ 386,000.00). This dobt 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 the first day of MAY, 2024. This Security Instrument secures to London (a) the repayment of the debt evidence; 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 thin Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the tote. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 9 IN BLOCK 4 IN INVERNESS SUBDIVISION OF BLOCKS 1 TO 8 AND 11 TO 13 ALL INCLUSIVE IN WESTERFIELD'S ADDITION TO WILM'T'E VILLAGE, A SUBDIVISION OF THE EAST 35.70 CHAINS OF LOT 1 OF NORTH SECTION OF QUILMETTE RESERVATION IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PUNCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 05-35-103-021

which has the address of 302 CENTRAL AVENUE, (Stroot)

[City]

("Property Address");

Illinois 60091-[Zip Code]

TOCETHER WITH all the improvements now or hereafter provided on the property, and all essements, 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 Socurity Instrument as the "Property."

BORROWER COVENANTS that Borrower is laufully seised of the estate hereby convoyed and has the right to martgage, 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.

PAGE 1 OF 6

ILLINOIS-Single Family-Fannie Mae/Fredddie Hac UNIFORM 1983RUMANT ...

Form 3014 9490

CLOQC927 (03/92)

UNIFORM COVERANTS. Borrower has fender concerns and approved tollows

t, Payment of Principal and Interest; Preparate and the Charact. Revoker shill 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 Mote, until the Mote 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; 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 excrow account under the federal Real Estate Sottlement 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 asta 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 astimate 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 Berrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Formular interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Romower to pay a one-time charge for an independent real estate tax reporting service used by Lender 5, connection with this ionn, 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 earning in 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 uebits 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 as e 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, Louis 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 month 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 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 lies. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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, Horrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Horrower shall give prompt notice to the insurance carrier and Lender. Lender may make proc? of loss if not made promptly by Berrower.

PAGE 2 OF 6

ILLINOIS-Single Family-Fannia Mac/Fredddie Mac UNIFORM INSTRUMENT

Form 3014 9496

Unless Lander and Nor user Other Has area in writing, insurance proceeds whit so applied to restoration or repair of the Impersymmetry, fit between the repulsion of metalty families and Lander's security is not lessened. If the restoration or repair is not economically families or Lander's security would be tessened, the insurance proceeds what be applied to the same secured by this Security tratement, whether or not then due, with any excess paid to Horrower. If Horrower abandoms the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lander may collect the insurance proceeds. Londer 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 Burrower 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, Berrower'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 immodifiely prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Dorrower's Application; Leaseholds. Sorrower whall occupy, establish, and use the Property as Herrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the property as Serrover'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 extenuating circum, ances exlat which are beyond Borrower's central. 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 perfecture action or proceeding, whether civil or criminal, in begun that in Lenvier's good faith judgment quali result in forfeiture of the Property or otherwise metarially impair the lien created by this Security instrument or Lender's security interest. Borrover may dure such a default and reinstate, as provided in prograph 18, by causing the dection or proceeding to be dismissed with a ruling that, in Lendor's good faith se ormination, precludes forfeiture of the Borrover's interest in the Property or other material impairment of the lien created by thin Security instrument or Lender's security interest. Borrower shall also be 15 default if Berrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (or fulled 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, Barrower shall couply with all the provisions of the lease. If Borrower acquires fee title to the Property, the Leasuncia and the fee title shall not more a unless. Lender Agrees to the merger in writing.

7. Protection of Lender's Rights in the Priperty. If Borrover 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 a 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 1915 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 Privary to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do s.

Any amounts disbursed by Lender under this paragraph 7 shall leave additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall been 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 coldition of making the ioan 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 insection of the interest of the promiums 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 covered is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly cortage insurance premium being paid by Borrower when the insurance coverage lapsed or crassed to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lender the amount and for the period that Lender requires provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance
- with any written agreement between Borrower and Lender or applicable law.

  9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property.

  Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to tender.

INITIALS:

this security instrument, whether or not then due, with any excess paid to Borrower. In the event of a pertial taking of the Property in which the fair market value of the Property immediately before the taking is equal to an 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 loss than the amount of the sums secured immediately before the taking, unless Borrower and Lander 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 shandoned by Barrower, or If, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower is is 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 Jayments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amonification of the sums secured by this Security Instrument granted by Lender to any successor in interest of lorrower 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 of large to extend time for payment or otherwise modify amontization of the sums secured by this Security Instrument by reason of any demand made by the original 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 Bourd: 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 devenants 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 derronge, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan except 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 crated 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 low 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 after, 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. Barrawer's Copy. Borrawer shall be given one conformed copy of the Note and of this Security

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 net 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.

PAGE 4 OF 6

ILLINGIS-Single Family-Fonnie Mae/Fredddie Mac UNIFORM INSTRUMENT

Form 3014 9/9

CLDOC927 (03/92)

18. Barrower's Right to Rainston. It Borrows mosts cortain antitroms, Burrower shall have the right to have entorcoment of this Security Instrument discontinued at any time prior' to the eartifer at: (a) 5 days (or such other period as applicable instance specify, for reinstanceant) before sais of the Property pursuant to any power of sale contained in this Security Instrument; or (b) earty of a judgment enforcing this Security Instrument. Those conditions are that Bernauri (a) pays tander all sums which then would be due under this Security Instrument and the Hote 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, remanable accorders; foos) and (d) takes such section 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 Barrower, this Security Instrument and the obligations secured hereby shall remain futty offective as if no acceleration had occurred. However, this right to reinstance shall not apply in the case of acceleration under parayraph 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 Horrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments this independent of the Loan Servicer and this Security Instrument. There also may be one or more changes of the Loan Servicer unrainted 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 he new Loan Servicer and the address to which payments should be made. The potice will also contain any other information required by applicable law.

20. Hazardous substances. Corrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Corrower 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 per raily recognized to be appropriate to normal residential uses and to maintenance of the Property.

Barrower shall promptly give Lendor written notice of any investigation, claim, demand, insusit or other action by any governmental or regulatory agency or private party involving the Property and any standard or Environmental Law of which Borrower has actual knowledge. If Borrower tearns, or is notified by any governmental or regulatory outpority, that any removal or other remediation of any mazardous 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, kerosome, other flammable or toxic petroleum products, toxic posticios and herbicides, vointile solvents, materials containing asbestes 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.

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

21. Acceleration; Remedies, Lender shall give notice to Borrower prior to accoleration 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 ( ) that fallure to cure the default on or before the date apecified in the notice may result in accoleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Proporty. The notice shall further inform Borrower of the right to roinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Norrowe to accoleration 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. Lerder 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 Secretary Instrument without charge to Security Instrument without charge to Secretary Instrument without charge to Secretary Instrument without charge to Secretary Instrument, Lender shall release this

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

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covanants and agreements of each such rider shall be incorporated into and shall amend and supplement the covanants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

[ ] Adjustable Rate Rider

( 1 Condominium Rider

[ ] 1-4 Family Ridor

[ ] Graduated Payment Rider

[ ] Planned Unit Development Rider [ ] Biweekly Payment Rider

[] Ballocn Kider

[ ] Rate Improvement Rider

[ ] Second Home Rider

[ ] V.A. RIDER

form 3014 9

( ) Other(s) (specify)

BY SIGNING HELOW, Borrows Are fix and appear to instrument and in any rider as account by Borrower and		urity
20000 00 M. Wood	William Control	
Witness:	BRUCE T MATISON) SOCIAL SCHULLT : 327540083	-Borrawer
Ch Wala		
demany 11 / Veny	TANKE D. METERS	(Sea()
Mithogri	Social Security: 344602397	-Harrower
		(5ent)
	Social Security:	-Borrower
		(Sent)
		-Rorruwer
	Social Security :	
I, the undersigned, a Noracy Public in and for said countries of Marison and Jayne B marison and Jayne B marison husband and U.FE  personally known to me to be the same person(s) where designed instrument, appeared before me this office aligned and delivered the said instrument as Their and purposes therein set forth.  Given under my hand and official seal this law day of My Command properties at the SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL	hose name(a) ARE subscribed to the day in person, and acknowledged that free and voluntary act, for the uses APRIL ADVISORY (ICN.	
Richmond, VA 23235	For Lender and Recorder)	

PAGE 6 OF 6