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94379804

COOK COUNTY, ILLINOIS
FILED FOR RECORDS
DEC 22 11 08 AM '05

Form 301 (9/90) (page 1 of 6 pages)
Great Lakes Business Forms, Inc.
Order Call: 1-800-530-8383 FAX 616-281-1131

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1676L1 (9202)

Illinois 60422 ("Property Address");
1139 LEAVITT AVENUE (Street)
which has the address of

THIS DOCUMENT IS BEING RE-RECORDED IN ORDER TO CORRECT LEGAL DESCRIPTION.
LOT 1 IN RESUBDIVISION OF LOTS 1 AND 2 BOTH INCLUSIVE OF SUBDIVISION OF SOUTH 300 FEET OF LOT 1, IN BLOCK 2 IN WELLS AND NIELGARS SUBDIVISION OF THE NORTH 1/2 ACRES WEST OF ILLINOIS CENTRAL RAILROAD COMPANY, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 22628042, AND AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS.
UNIT 316, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
PIN# 31-12-202-064-1046

94379804

UNIT 316, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
LOT 1 IN RESUBDIVISION OF LOTS 1 AND 2 BOTH INCLUSIVE OF SUBDIVISION OF SOUTH 300 FEET OF LOT 1, IN BLOCK 2 IN WELLS AND NIELGARS SUBDIVISION OF THE NORTH 1/2 ACRES WEST OF ILLINOIS CENTRAL RAILROAD COMPANY, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT 22628042, AND AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS.
IN THE CMTL.

THIRTY FIVE THOUSAND AND 00/100'S (\$35,000.00). 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 Jan. 1, 2024.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and 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:

CHARLES R MARK AND PAULINE COBER MARK, HIS WIFE ("Borrower"). This Security Instrument is given to SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO which is organized and existing under the laws of THE UNITED STATES OF AMERICA 1209 N. MILWAUKEE AVE., CHICAGO, ILLINOIS 60622 ("Lender"). Borrower owes Lender the principal sum of

THIS MORTGAGE ("Security Instrument") is given on Dec. 14, 1993
The mortgagor is

112101582

MORTGAGE

[Space Above This Line For Recording Date]

03054519

BOX: 218

03054519

1993 DEC 22 AM 10:24

COOK COUNTY, ILLINOIS
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Security Federal Savings & Loan Ass'n
1209 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60622

SOPHIA RONIS

AFTER RECORDED MAIL TO:

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93069219
74585644

1872

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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, which 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 condemnation or other taking of the Property 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 of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may 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 exceed the permitted limit, 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 exceed 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 in 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 of this Security Instrument or the Note which conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and 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 may 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

ITEM 18764 (0202)

Form 3014 (page 4 of 6 pages)

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ITEM 18702 (9202)

Floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing on the Property created on the shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

which may obtain priority over this Security Instrument. Lender may give Borrower a notice, notifying the lien, Borrower subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien in writing to the payment of the obligation secured by 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 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 (d) contains in good faith in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith in writing to the payment of the obligation secured by the lien which has priority over this Security Instrument unless Borrower; (a) agrees evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees evidencing the payments. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts under this paragraph. Borrower shall promptly furnish to Lender all notices of amounts to be paid due directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on Property which may obtain priority over this Security Instrument, and shall pay all taxes, assessments, charges, fines and impositions attributable to the 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the paragraph 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 secured by this Security Instrument. Funds held by Lender at the time of acquisition or sale as a credit against the sums 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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any deficiency in no more than twelve monthly payments, at Lender's sole discretion. Lender shall promptly refund to Borrower any such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the Escrow items when due. Lender may so notify Borrower in writing, and, in Borrower in accordance with the requirements of applicable law. If the amount of the Funds held by Lender shall account to If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to secured by this Security Instrument.

and the purpose for which each debt in the Funds was made. The Funds are pledged as additional security for all sums Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, or agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay The Funds shall be held in an institution whose deposits are insured by a federal agency, insurability, or entity reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

amount not to exceed the amount Lender may estimate the amount of Funds due on the basis of current data and 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 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. § 2601 et seq. ("RESPA"), unless items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These 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 taxes and assessments which may obtain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold 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 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

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

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.

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ITEM 1070LS (9202)

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 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 of the Property of small quantities of Hazardous Substances that are generally recognized to be approprate 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 remedial action 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 herbicide, 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 GOVERNANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Renewal.** 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 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 or other costs.

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

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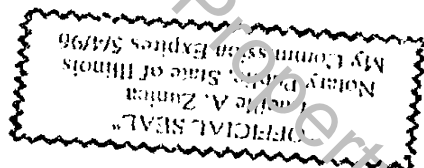
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This instrument was prepared by
SOPHIA RONIS
SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO
(Name)
1209 N. MILWAUKEE AVE., CHICAGO, ILLINOIS 60622
(Address)

178M 1076L8 (0202)

THE UNDERSIGNED
Notary Public

Pauline Cober Mark

My Commission expires:

14th day of Dec. 1993

Given under my hand and official seal, this

forth.

and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed CHARLES R MARK AND PAULINE COBER MARK, HIS WIFE, personally known to me to be the same person(s) whose name(s) are

do hereby certify that

I, THE UNDERSIGNED

, a Notary Public in and for said county and state,

STATE OF ILLINOIS,

COOK

County ss:

(Seal) -Borrower

(Seal) -Borrower

Pauline Cober Mark
(Seal) -Borrower

Charles R Mark
(Seal) -Borrower

Witness:

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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

24. Riders 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. (Check applicable box(es))

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