

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$33.00  
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\$9350 4-94-393869  
COOK COUNTY RECORDER

This instrument prepared by  
and should be returned to:

JENNIFER FORTNER  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60031

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 23, 1994** by **PATRICK N. FOX AND RITA MCGIBBONS FOX, HIS WIFE**

, The mortgagor is

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

THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**

("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED EIGHTY SEVEN THOUSAND & 00/100**

Dollars (U.S. \$ **187,000.00** ).

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 **MAY 1, 2024**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

7

REAL ESTATE TAX I.D. # : 27-11-203-018

94393869

33

which has the address of  
Illinois

**8315 W. BROMLEY, ORLAND PARK**

**60462** ("Property Address");

[Zip Code]

(State, City).

ILLINOIS - Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

8-8N(IL) (1995)

VMP MORTGAGE FORMS - (312)223-8100 - (800)421-7291

Page 1 of 8

Form 3014 8/90

Amended 8/90

Mailed: 1/25/95

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Borrower makes these payments directly, Borrower shall promptly remit to Lender receipts evidencing the payments.

4. Charges: Lessor, Borrower shall pay all taxes, assessments, charges, rates and impositions applicable to the Property third, to trustee or 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 Landlord under Paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2;

Sécurité institutionnelle

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrowers 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 supply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this instrument.

To Leander the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months by payment, at Leander's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for those amounts exceeding the amounts permitted by this section, unless otherwise provided.

Under my signature in witness, 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 held as additional security for all sums due; by this Security instrument.

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 Lender provides otherwise. Unless an agreement is made or applicable law requires Lender to incur cost to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and

lender, if lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow license, unless lender pays Borrower in full on the Funds and applicable law permits lender to make such a charge.

The Funds shall be held in an account in whose deposit by a federal agency, instrumentality, or entity (including otherwise in accordance with applicable law).

estimate the amount of Funds due or the basis of current day and reasonable estimates of expenditures of future Events or amounts if so, lesser m<sup>y</sup>, at any time, collect and hold Funds in an amount not to exceed the lesser amount lesser m<sup>y</sup>

mortgage loans may require for Bottomwater's 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 otherwise law applies so do Funds sets a lesser amount.

provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

and assessments which may affect his Security Instruments 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 so required by Bottower; (e) yearly premium costs of reinsurance premiums, if any; and (f) any sums payable by Bottower to Leader in accordance with the law.

2. **Funds for Taxes and Interest**. 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

1. Payment of Pre-Principal and Interest; Prepayments. 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.

WARRANTS by judgment or construction & WARRANTS SECURITY INSTRUMENT COVERS RENT PROPERTY  
UNIFORM CONTRACTS, BONDS AND LETTERS COVERS RENT AGREEMENT AS FOLLOWS:

THIS SECURITY INSTRUMENT combines uniform coverments for residential use and non-uniform coverments which limited will defend generally the title to the property against all claims and demands, subject to my indemnifications or record.

**BURKOWER COVENANTS AND BONDS** are usually issued in units of one thousand dollars or more and demand payment of principal and interest at maturity.

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 fixtures, equipment, supplies, and

**ES7TP50000**

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loss evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), upon Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sum secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument is unenforceable, 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it 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 limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be returned to Borrower.

12. Successors and Assignees Bound; Joint and Several Liability. The covenants, the agreements and arrangements of this Security Instrument shall bind and benefit the successors and assigns, heirs, executors and beneficiaries, 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 mitigate, limit 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 accrued by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, reduce or waive any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

11. Borrower Not Released; Portership 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 of Borrower's successors in interest from the liability of this Security Instrument. Any exercise by Lender of any right or power under this Agreement or under any instrument or document executed by Lender to collect any sum due or to enforce any provision of this Agreement or any instrument or document executed by Lender shall not be a waiver of or prejudice the exercise of any further right or power under this Agreement or any instrument or document executed by Lender.

Unless Lessee Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed one-half monthly payments received in prepayments 1 and 2 or change the amount of such payments.

If the Property is sold and used by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

surfaces excited by this  $\delta$ -function initial distribution of all the atoms are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, which ever or how often 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 Borrowers and Lenders otherwise agree in writing, the amounts of the Property taken shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the sum secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the sum secured by this Security Instrument before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance so paid to Borrower, before the taking is less than the amount of the sums secured immediately before the taking, unless Property immediately before the taking is less than the amount of the sums provided by law otherwise provides, the proceeds shall be applied to the Borrower and Lender, otherwise agree in writing or unless otherwise provided by law otherwise provides, the proceeds shall be applied to the Borrower and Lender.

CONGREGATION OF OUTREMBRUGGE OR MY PART OF THE PROPERTY, AS FOR CONCERNINGES IN THE OF CONDEMNATION, WE MIGHTY CONSIDER,

10. **Codependent**. The proceeds of any award or claim for damages, direct or consequential, in connection with any portion of the transaction specified in paragraph 9 above, shall be paid to the lessor.

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

paymetech may no longer be required, at the option of Lender, if mortgage insurance coverage in the amount and for the period

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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 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 title 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 advised 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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CAROL L. SMITH	NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/25/96
"OFFICIAL SEAL"	Page 8 of 8

Form 3014 S/90  
-ER(IU) (8106)

This instrument was prepared by:

Notary Public

*Carol A. Smith*

. 1994

Given under my hand and official seal, this 22nd day of *September*, 1994  
signed and delivered the said instrument as **TERESA** free and voluntary act, for the uses and purposes herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **KERRY** be  
personally known to me to be the same person(s) whose name(s)

My Commission Expiry: 9/25/96

PATRICK N. FOX AND MITA PITTORIMOS FOX, HIS WIFE  
, Notary Public in and for said county and state on hereby certify that

*I, Carol A. Smith*

STATE OF ILLINOIS,

County of: *Cook*

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
*Patrick N. Fox*  
MITA PITTORIMOS FOX  
Date: *12/22/94* Seal: *4/22/94* (Seal)

Borrower  
*Patricia N. Fox*  
MITA PITTORIMOS FOX  
Date: *12/22/94* Seal: *4/22/94* (Seal)

Borrower  
*Carol A. Smith*  
Date: *12/22/94* Seal: *4/22/94* (Seal)

Witnesses:  
any rider(s) executed by Borrower and recorded with it

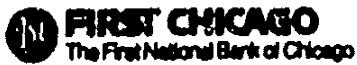
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and to

- (Check applicable box(es))
- Adjutable Rate Rider
  - Grandultimo Rider
  - 14 Family Rider
  - Conditional Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Race Improvement Rider
  - Second Home Rider
  - Other(s) (specify)
  - V.A. Rider
  - Balloon Rider
  - Grandulated Payment Rider
  - Biweekly Payment Rider
  - Race Improvement Rider
  - Second Home Rider
  - Other(s) (specify)

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

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Mall Suite 2103  
One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312)732-4000

LOAN # 0000561793  
8315 W. BROMLEY  
ORLAND PARK, IL 60462

## LEGAL DESCRIPTION RIDER

LOT 19 IN WEDGEWOOD ESTATES UNIT III, A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 27-11-203-018

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