

# UNOFFICIAL COPY



35401559

RECORD AND RETURN TO:  
FIRST RESIDENTIAL MORTGAGE, L.P.

800 NORTH FIRST BANK DRIVE  
PALATINE, ILLINOIS 60067

DEPT-01 RECORDING \$33.50  
7\$0000 TRAN 1902 06/21/95 15:48:00  
44266 # C.J \*-95-401559  
COOK COUNTY RECORDER

Prepared by:  
JOANNE L. SCHWARTZ  
PALATINE, IL 60067

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 16, 1995  
COLIN TINSLEY  
AND DIANE TINSLEY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
FIRST RESIDENTIAL MORTGAGE, L.P.

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 600 NORTH FIRST BANK DRIVE  
PALATINE, ILLINOIS 60067  
("Lender"). Borrower owes Lender the principal sum of  
EIGHTY ONE THOUSAND NINE HUNDRED AND 00/100

95401559

Dollars (U.S. \$ 81,900.00).

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 JULY 1, 2025.  
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 182 CT. 4<sup>1</sup> County, Illinois:  
LOT 16 IN THE SUBDIVISION OF THE SOUTH 182 FEET OF LOTS 3 AND 4 IN  
BLOCK 3 IN OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18,  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

14-18-314-023

1st AMERICAN TITLE order # PL 84358  
2173

which has the address of 2038 WEST BERTEAU, CHICAGO  
Illinois 60618 Zip Code ("Property Address");  
ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 5/91  
VPP MORTGAGE FORMS - 12001621-7291  
Page 1 of 6 Initials: CTDT

Street, City

DPS 1089

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Set forth below shall prominently disclose 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) consents in good faith the lien by the debtors against payment of the lien in an amount deductible to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. It is understood determines that any part of the Property is subject to a lien which may attach priority over

3. Application of Payments. Unless otherwise provided, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any principal due; second, to any late charges due under the Note; third, to interest due; fourth, to principal due; and last, to any late charges due under paragraph 2.

4. **Secularization** (secularism) is the process during which religious influence on society, or vice versa, is minimized.

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

"if the Funds held by Lender exceed the amounts permitted to be held by coplainte 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 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 months after Lender's sole discretion.

The Funds shall be held in an individual account whose deposits are insured by a local agency, insurancemanualy, or entity including Lender, if Lender is such as individual 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, usually during the escrow account, or verifying the Escrow items, unless Lender pays BORROWER interest on the Funds and applies the law permits Lender to make such a charge. However, Lender may require Borrower to pay one-time charge for an immediate real estate 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 and debts to the Funds and the purpose for which without charge, an annual accounting of the Funds, showing credits and debits to the Funds and debts to the Funds and debts to the Funds are secured by this Security instrument.

7. Funds for Losses 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) (years) taxes and assessments which may accrue priority over this Security Instrument as a lien on the Property; (b) (years) interest on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (c) (years) insurance premiums, if any; (d) (years) flood insurance premiums, if any; (e) (years) hazard or property 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 monthly insurance premiums. These items are called "Fees or charges" in the Note.

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANT IS THAT BORROWER IS LAWFULLY SESES OF THE ESSEES AREDO CONVEYED AND HAS THE RIGHT TO MORTGAGE.

SECURITY FEATURES WHICH ARE UNUSUAL IN THIS SECURITY INSTRUMENT AS THE PROPERTY.

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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.

**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; Leasehold.** 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 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, 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), then 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 sums 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

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Initials: C T  
Date 10/92

Form 3014 9/90

Digitized by srujanika@gmail.com

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(4), 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

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 (fully) 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 loan exceeded the permitted loans; and (b) any sums already collected from Borrower which exceed permitted limits will be repaid to Borrower. Under 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.

12. Successors and Assigns Bound: Joint and Several Liability: Cross-claims. 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 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 shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Security Instrument without regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 entitled to pay interest on 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 if Lender fails to exercise its right to foreclose or sue on the security held by Lender.

Secured by this security instrument, whether or not it is valid.

If the Property is abandoned 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 received by this Security Instrument which are due.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of 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.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to 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 or 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 hen 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.

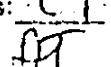
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, 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

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### My Commission Express

Given under my hand and official seal, this  
Signed and delivered this said instrument as THEIR ~~use~~ and ~~purpose~~ set forth.  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
I, personally known to me to be the same person(s) whose name(s)  
is/are signed and delivered this said instrument as THEIR ~~use~~ and ~~purpose~~ set forth.

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS,  
a Notary Public in and for said county and make do hereby certify  
that COLIN TINSLEY AND DIANE TINSLEY, HUSBAND AND WIFE

**-Borrower** \_\_\_\_\_ **-Borrower** \_\_\_\_\_  
**(Seal)** **(Seal)**

DIANE TINSLEY  
-Borrower  
(Seal)

**COLIN TINSLEY**  
-BOSTON  
(SCE)

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

<input type="checkbox"/> <b>14 Family Rider</b>	<input type="checkbox"/> <b>Conditionalium Rider</b>	<input type="checkbox"/> <b>Graduated Payment Rider</b>	<input type="checkbox"/> <b>Billboard Rider</b>	<input type="checkbox"/> <b>V.A. Rider</b>
<input type="checkbox"/> <b>15 Admisible Rate Rider</b>	<input type="checkbox"/> <b>Qualified Lmit Development Rider</b>	<input type="checkbox"/> <b>Rate Improvement Rider</b>	<input type="checkbox"/> <b>Second Home Rider</b>	<input type="checkbox"/> <b>Other(s) [Specify]</b>

32. Rides in the Safe & Secure instrument, if one or more tides are excluded by Borrower and recorded together with this security instrument, the overnights and agreements of each such ride shall be incorporated into and shall amend and supplement the governing instrument, the overnights and agreements of each such ride as if the rider(s) were a part of this Security instrument.

23. Waiver of Homestead: Borrower waives all right of homestead exemption in the Property, without charge to Borrower. Borrower shall pay any recordation costs.

27. Releasee, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

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## RIDER - LEGAL DESCRIPTION

182 CT. A

LOT 16 IN THE SUBDIVISION OF THE SOUTH 182 FEET OF LOTS 3 AND 4 IN  
BLOCK 3 IN OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS, WITH AND RIGHTS IN EASEMENT ON ADJOINING  
PROPERTY DESCRIBED IN DEED FROM THOMAS L. SCHEUERMANN AND MARILYN  
SCHEUERMANN, DATED AUGUST 20, 1959 AND RECORDED AUGUST 21, 1959 AS  
DOCUMENT NUMBER 17637730.

95401559

14-18-314-023

DPS 049

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