

# UNOFFICIAL COPY

95401237

RECORD AND RETURN TO:  
FIRST UNITED BANK

7626 WEST LINCOLN HIGHWAY  
FRANKFORT, ILLINOIS 60423

Prepared by:  
FIRST UNITED BANK  
FRANKFORT, IL 60423

DEPT-01 \$33.00  
T\$9999 TRAN 8277 06/21/95 15:09:00  
#0805 : AH \*-95-401237  
COOK COUNTY RECORDER

Space Above This Line For Recording Data

## MORTGAGE

Box 260

THIS MORTGAGE ("Security Instrument") is given on JUNE 14, 1995  
DAVID F. MANOS  
AND ALMA F. MANOS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
FIRST UNITED BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 7626 WEST LINCOLN HIGHWAY  
FRANKFORT, ILLINOIS 60423  
SIXTY THREE THOUSAND AND 00/100

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, 2010. 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:  
THE EAST 1/2 OF THE SOUTH 1/2 OF TRACT 7 (EXCEPT STREETS AND ALLEYS) IN  
F.J. WACHEWICZ PARK VIEW GARDENS, BEING A SUBDIVISION OF THE NORTHWEST  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

30-08-308-018

which has the address of 542 HIRCH, CALUMET CITY  
Illinois 60409 Zip Code ("Property Address");

ILLINOIS Single Family FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9-90

Amended 5-91

Street, City ,

GRIL (IL) 24081

VMP MORTGAGE FORMS - 10001521-7221

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Initials: AFM SDFM

DPS 1089

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3350

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the amount acceptable to Lender; (b) consents in good faith to the transfer of the lien to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender stipulating the lien to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may affect priority over the lien.

3. Charges: Lepa, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may affect this Security instrument, and lessor shall pay amounts of ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

1 and 2 shall be applied; next 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.

d. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraph

Funds held by Lesender, II, under Paragraph 21, Lesender shall acquire or sell the Property, Lesender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lesender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the excess 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 in any time is not sufficient to pay the Borrower 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 from the date of all sums unpaid by Lender's sole discretion.

Lender on the day monitory payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the premium of mortgage insurance premiums. These items are called "Borrower items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federal agency, or any state, collects and holds under the terms of the Note, in the event of the bankruptcy of Borrower. These items are called "Lender items".

Section 1794 of the U.S.C., Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds, sets a lesser amount. If so, Lender may estimate the amount of current debt and reasonable estimates of expenditures of future Lender may estimate the amount of funds due on the basis of current debt and reasonable estimates of future Lender may estimate the amount of funds due on the basis of current debt and reasonable estimates of future.

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

**PERFORM GOVERNANTS.** Borrower and Lender covenant and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform government for national use and non-uniform governments with limited  
functions by its delegation to certain uniform governments certain non-uniform governments real property.

**BORROWER COVENANTS** that Borrower will convey the Property is lawfully seized of the estate hereby conveyed and has the right to mortgag[e], and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected upon the property, and all fixtures, appurtelements, and instruments now or hereafter a part of the property. All replacements and additons shall also be covered by this Security instrument. All of the foregoing is referred to 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; 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 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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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing or by telephone 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 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 such loan charge shall be treated as a partial prepayment without any payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment 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.

12. Successors and Assigns Bound; Joint and Several Liability; 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 shall be liable to the Lender and Borrower and any other Borrower under the terms of this Security Instrument jointly and severally. 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 shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Security Instrument or the Note without draft Borrower's consent.

secured by this Security Instrument, whether or not there is a  
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 Relieved; Forfeiture Not Waived. Extension of the time for payment or liquidation  
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  
comprise proceedings against any successor in interest or trustee to release the liability of the original Borrower or Borrower's  
successors in interest or trustee to pay to Lender the amounts secured by this Security Instrument or to pay to Lender the  
sums received by Lender in exercise of any right or remedy shall not be a waiver of or preclude the  
successors in interest. Any forfeiture by Lender in exercise of any right or remedy shall not be a waiver of or preclude the

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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Lender, Borrower or its agents may make reasonable entries upon and inspections of the Property, Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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 of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

DPS 1093

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DPS 1694

Form 3014 9/90

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NREC-6R(1)(1) Rev. 10-88

My Commission Expires: **July 2000**

Notary Public, State of Illinois, Notary Public

Terry L. Miltakowski

Given under my hand and under seal of the day of **July 23, 1995**.

Signed and delivered the said instrument as **THEIR** 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 **They**, personally known to me to be the same person(s) whose name(s)

the **DAVID F. MANOS AND ALMA P. MANOS, HUSBAND AND WIFE**  
of **DAVID F. MANOS AND ALMA P. MANOS**, Notary Public in and for said county aforesaid do hereby certify  
that **DAVID F. MANOS AND ALMA P. MANOS** County of **Cook**

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

**DAVID F. MANOS**

-Borrower  
(Seal)

**DAVID F. MANOS**

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

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 boxes(s))
- |   |   |  |   |   |   |
|---|---|--|---|---|---|
| <input type="checkbox"/> Admisible Rate Rider | <input type="checkbox"/> Administration Rider | <input type="checkbox"/> Planmed Lnt Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> V.A. Rider           | <input type="checkbox"/> Ballloon Rider       | <input type="checkbox"/> Second Home Rider             | <input type="checkbox"/> <i>[Signature]</i>     | <input type="checkbox"/>                        | <input type="checkbox"/>                    |

25. Waiver of Homestead: Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs.  
26. Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
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  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
then-existing or a default or other defense of Borrower to acceleration and foreclosure. If the default is not cured on  
or before the date specified in the notice to remit the acceleration and sale of the Property. The notice shall further  
inform Borrower of the right to remit the acceleration and the right to assert in the foreclosure proceeding the  
severed by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default;

27. Waiver of Homestead: Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs.  
28. Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
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  
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, foreclosed by judicial proceeding and sale of the Property. The notice shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default;

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## RIDER - LEGAL DESCRIPTION

THE EAST 1/2 OF THE SOUTH 1/2 OF TRACT 7 (EXCEPT STREETS AND ALLEYS) IN F.J. WACHEWICZ PARK VIEW GARDENS, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

95-161237

30-08-308-018

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