

# UNOFFICIAL COPY

MAIL TO:

THIS INSTRUMENT PREPARED BY:

E. HARTAN

HOMI SAVINGS OF AMERICA

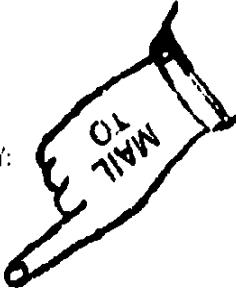
LOAN SERVICE CENTER

PO BOX 60015

CITY OF INDUSTRY, CALIFORNIA 91746-0015

LOAN NO. 1787956-0

ALL NOTICES TO LENDER SHALL BE  
MAILED OR DELIVERED TO THE ABOVE  
ADDRESS.



DEPT-01 RECORDING

\$33.50

T85155 TRAN 3864 07/13/95 16107100

11895 EBJ \*-95-456323

COOK COUNTY RECORDER

95456323

[Space Above This Line for Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

JUNE 22

19 95 The mortgagor is  
TERRY L. MORGAN AND JUDITH B. MORGAN, HUSBAND AND WIFE AND CHRISTOPHER J. MORGAN, A  
BACHELOR

("Borrower") This Security Instrument is given to HOME SAVINGS OF AMERICA, FSB, which is organized and existing  
under the laws of the United States of America, and whose address is 4900 Rivergrnde Road, Irwindale, California  
91706-1404 ("Lender"). Borrower owes Lender the principal sum of

EIGHTY-SEVEN THOUSAND SEVEN HUNDRED AND NO/100

Dollars (U.S. \$ 87,700.00). 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 County, Illinois:

LOT 21 IN BLOCK 6 IN OLIVER SALINGER AND COMPANY'S WESTDALE GARDENS, BEING A  
SUBDIVISION IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 12,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER  
10, 1943 AS DOCUMENT 13,191,348, IN COOK COUNTY, ILLINOIS.

TICOR TITLE INSURANCE SC321626

95456323

COMMONLY KNOWN AS 1340 DEGENER AVENUE, ELMHURST, IL. 60126

PTN: 15-19-106-040

which has the address of 1340 DEGENER AVENUE

ELMHURST

Illinois

60126

(Zip Code)

("Property Address");

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. All of the foregoing is referred to in this Security Instrument as the "Property."

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

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

SF-5801-7 (Rev. F - 1/95) Part 1 (IL)

33 50

Form 3014 9/90 (page 1 of 7 pages)

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Borrower shall promptly disburse any funds provided by Lender under this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by this instrument in a manner acceptable to Lender; (b) consents in good faith the Lien by, or defers indefinitely an acceleration of the Lien in, legal proceedings which it the Lender's opinion operate to prevent the enforcement of the instrument of the Lien; or (c) executes from the holder of the Lien an agreement satisfactory to Lender to pay the amount of the Lien by, or defers indefinitely an acceleration of the Lien in, legal proceedings which it the Lender's opinion operate to prevent the enforcement of the instrument of the Lien.

3. **Chargers; Lenses, Borrower shall pay all taxes, assessments, charges, times and importations attributable to the property which may during priority over this Security instrument, and heretofore paid in or around 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 on time due by to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the payee(s) directly. Borrower shall promptly furnish to Lender receipts evidencing**

3. Application of remedies. Unless otherwise ordered, all charges due under the Note shall be applied first to any principal due under the Note, and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under Paragraph 2, Lender shall acquire or sell the Property, Lender shall pay to this Security Instrument the sum of all Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the funds held by Lender exceed the minimums permitted to be held by a permissible 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 exceeds the requirements of applicable law, Lender shall pay to Borrower any sum necessary to make up the deficiency in any time is not sufficient to pay the face amount 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 monthly payments, at Lender's sole discretion.

number law that applies to the *ipes* sets a lesser amount. It is so, render may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

1. Payment of Principal and Interest; Preparation and Late Charges. 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.  
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the 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, 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 Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Truth-in-Lending Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("TILA"). Unless the parties take the steps necessary to do the following, it is the intent of the parties to have all liability and legal expenses relating to the preparation, execution and delivery of the Note and this instrument released.

1. 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.

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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 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.

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12. **Successors and Assignees Bound; Joint and Several Liability; C-o-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, except to the provisions of paragraph 12, Borrower's covenants shall be joint and several. Any Borrower who signs this Security Instrument shall and agrees to assign his or her interest in this Note to another Borrower, Lender or any other party at any time during the term of this Note, provided that such assignment does not violate the terms of this Note.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the taking shall be reduced by the amount of the proceeds multiplied by the following fractions: (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 by this Security Instrument, unless Borrower and Lender otherwise agree in writing, the proceeds shall be applied to the sums secured by this Security Instrument as follows: (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 plus the amount of the sums secured by this Security Instrument before the taking.

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

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**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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address 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.

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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 for storage or 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 government or regulatory agency or private party involving the Property and any Hazardous Substance owned or used in this paragraph 20. Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall 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: Baseline, 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.
21. **Acceleration; Remedies.** Lender shall give further notice and agree as follows:
- NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
- unless applicable law provides otherwise, The notice shall specify: (a) the acceleration required to cure the breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (b) the action required to cure the default; (c) a date, not less than 30 days from a date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default in or before the date specified in the notice may result in acceleration of the sums secured by this Security Interest, notwithstanding any sale of the Property. The notice shall further inform Borrower of the right to repossess after acceleration and the right to assess in the foreclosure proceedings.
22. **Reckless.** Upon payment of all sums accrued by this Security Interest, Lender may charge Borrower a fee for releasing this instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this instrument to Borrower, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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**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))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1--4 Family Rider      |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

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:

TERRY L. MORGAN

(Seal)  
—Borrower

JUDITH B. MORGAN

(Seal)  
—Borrower

CHRISTOPHER J. MORGAN

(Seal)  
—Borrower

LOAN NO. 1787986-0

(Space Below This Line For Acknowledgment)

State of Illinois

Cook

County ss:

I, Mary E Bertrand  
certify that TERRY L. MORGAN AND JUDITH B. MORGAN, HUSBAND AND WIFE, AND CHRISTOPHER  
J. MORGAN, A BACHELOR

personally known to me to be the same person(s) whose name(s) are  
appeared before me this day in person, and acknowledged that they signed and delivered the same instrument  
as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this

2nd day of June, 1995

"OFFICIAL SEAL"  
My commission expires  
Mary E. Bertrand  
Notary Public, State of Illinois  
My Commission Expires 06/26/98

Mary E Bertrand

Notary Public

95-156323

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Property of Cook County Clerk's Office

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