

# UNOFFICIAL COPY

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COOK COUNTY RECORDER

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GIT ON

## MORTGAGE

950622524

THIS MORTGAGE ("Security Instrument") is given on JULY 26TH, 1995  
BY AN UNMARRIED PERSON  
PAUL M. FELIAN, P.M.F.  
("Borrower"). This Security Instrument is given to FIRST SECURITY MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 1010 JORIE BLVD., OAK BROOK, IL 60521 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINETY TWO THOUSAND AND NO/100

Dollars (U.S. \$ 192,000.00 ).

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 AUGUST 1, 2002 . 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 EXHIBIT 'A'

P.I.N. 28-30-412-083

which has the address of 17305 S 66TH COURT  
[Street]  
Illinois 60427  
{Zip Code} ("Property Address"):

TINLEY PARK  
(City)

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Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to interest due; forth, to principal due; and last, to any late charges due under the payables under paragraph 2; third, to any prepayment charges due under the Note; second, to amounts

agreed to be applied by this Security Instrument; if, under paragraph 2, Funds held by Lender at the time of acquisition or sale of the Property, shall apply any Funds held by Lender to sell the Property, Lender, prior to the acquisition of the Property, shall be liable to Lender for all sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower all sums held by Lender, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in the manner Lender's sole discretion.

willing, and, in such case Borrower shall give to Lender the amount necessary to make up the deficiency. Borrower held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may as notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower

Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for all additional security for all sums secured by this Security Instrument. Funds are pledged as additional security for all sums secured by this Security Instrument. The Funds, showing credits and debits to the Funds and the purpose for which each is held to the Funds, shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the interest shall be paid on the Funds. Lender and Lender may agree to be paid, Lender shall not be required to pay Borrower any interest on earnings on the Funds. Borrower and Lender may agree to be paid, Lender shall not be provided otherwise. Unless an agreement is made or applicable law requires interest to be paid, unless applicable laws independent real estate tax reporting service used by Lender in connection with this loan, unless applicable laws permit Lender to make such a charge. However, unless Lender may require Borrower to pay a one-time charge for an escrow account, or verifying the Escrow items, unless Lender may interest on the Funds and applicable law to pay the Escrow items. Lender may not charge Borrower to holding and applying the Funds, annually analyzing to pay the Escrow items. Lender is such an institution) or in any federal Home Loan Bank, Lender shall apply the Funds (including Lender, if Lender is such an entity) or in any federal agency, instrumentality, or entity

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity otherwise in accordance with applicable law.

items or otherwise in accordance with future Escrow the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 amount not to exceed the maximum, without a lender for federally related mortgage loans for Borrowers insurance premiums. These items are called "Escrow items". Lender may, at any time, collect and hold Funds in an payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums (a) yearly leases and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) (c) yearly hazard paid premium, if any; (d) yearly insurance premiums; (e) yearly mortgage insurance premiums;

pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (f) yearly taxes and assessments which may attach priority over this Security Instrument as a sum ("Funds") for:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall due the 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 covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to record, Borrower warrants and certifies that 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 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".

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**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or 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 on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge 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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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 the 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 damages 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 judgement 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,

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Payments due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such or possibly other amounts in writing, any application of proceeds to principal shall not exceed unless otherwise agreed in writing.

If the Property is abandoned by Bottower, or if, after notice by Lender to Bottower that the conditions to settle a claim for damages, Bottower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or equipment to the sum secured by this Security Instrument, whether or not then due.

(c) **Condemnation.** The proceeds of any award or damages, including attorney's fees, expenses, damages, interest, costs, and expenses, resulting from condemnation, 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 shall be paid to the lender.

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.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, the mortgagor shall pay the premium 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 necessary to obtain coverage substantially equivalent to the mortgage insurance previously paid at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an allermate mortgage insurer approved by Lender. If substantial mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premiums being paid by Borrower who has reserved the right to cancel the insurance coverage in use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender renders) provided by an insurer, again becomes available and is obtained. Borrower shall pay the premium required to maintain mortgage insurance with any written agreement between Borrower and Lender or shall pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any provision of the security instrument or applicable law.

Any amounts disbursed by Lender under this paragraph / 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.

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 proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations). The 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 Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Property. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

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.

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interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co signs this Security Instrument but does not execute the Note: (a) is co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted 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 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 judgement 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) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

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Security Instrument

**24. Holders to the Security Instrument.** It also of mutual rights are exercisable by Borrower and recorded together with this Security instrument, the covenants and agreements of each such holder shall be incorporated into and shall amount and supply, demand the covenants and agreements of this Security instrument as if the holder(s) were a part of this

23. Waller of Homestead. Borrower waves all right of homestead except in the property.

22. **Releases.** 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.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following 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 Property. The notice shall inform Borrower by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit 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. It is a default if it is not cured on or before the date specified in the notice to Borrower to accelerate and foreclose. A default is cured if it is fully paid and satisfied.

**NON-UNIFORM COVENANTS** Bottower and Lender further covenant and agree as follows:

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, benzene, carbon monoxide, carbon tetrachloride, chloroform, formaldehyde, lead, mercury, naphthalene, radon, radon progeny, vinyl chloride, and vinyl chloride monomer.

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

of any Hazardous Substances 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.

19. SALE OR NOTE; Change of Lessor Servicer. The Note or 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 "Lessor Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Lessor Servicer unrelated to a sale of the Note. If there is a change of the Lessor Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and the new Lessor Servicer will state the name and address of the new Lessor Servicer and address to which payments should be made. The notice will also contain any other information required by applicable law.

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.

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[Check applicable box(es)]

- |   |   |   |
|---|---|---|
| <input checked="" 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"/> VA 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:

(Seal)  
Borrower

Social Security Number

(Seal)  
Borrower

Social Security Number

(Seal)  
Borrower

*Paul M. Feehan*  
PAUL M. FEEHAN PAUL M. FEEHAN P.M.F.  
Social Security Number

(Seal)  
Borrower

Social Security Number

STATE OF ILLINOIS,

I, *The Undersigned*,  
that PAUL M. FEEHAN, AN UNMARRIED PERSON  
P.M.F.

Cook County, Illinois, a Notary Public in and for said county and state do hereby certify

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

Given under my hand and official seal, this

21st

day of July

1995

My Commission Expires:

*Signature*  
Notary Public

THIS INSTRUMENT WAS PREPARED BY:  
KENNETH KORANDA  
1112 S. WASHINGTON ST.  
NAPERVILLE, IL 60540

WHEN RECORDED RETURN TO:  
MIDAMERICA FEDERAL SAVINGS BANK  
1112 S. WASHINGTON ST.  
NAPERVILLE, IL 60540



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Property of Cook County Clerk's Office

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## EXHIBIT 'A'

LOT A IN KARA'S TARA SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF BELLEVUE STREET (NOW CALLED 66TH COURT), AND LYING NORTH A LINE 988 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 30, AND LYING WEST OF A LINE 180 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EAST 70 ACRES OF SAID SOUTHEAST 1/4 OF SECTION 30, AND LYING SOUTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF BELLEVUE STREET 120 FEET SOUTH OF THE SOUTHEASTERLY LINE OF OAK FOREST AVENUE TO A POINT ON THE WEST LINE OF THE EAST 70 ACRES OF SAID SOUTHEAST 1/4 OF SAID SECTION 30, SAID POINT BEING 1119.34 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 30, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 26TH day of JULY , 19 95 .  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security  
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's  
Note to FIRST SECURITY MORTGAGE  
(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:  
1730½ S. 66TH COURT, TINLEY PARK, IL 60477  
[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument,  
Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property  
described in the Security Instrument, the following items are added to the Property description, and shall also  
constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature  
whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property,  
including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water,  
air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs,  
water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings,  
storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling  
and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and  
additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of  
the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security  
Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in  
the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall  
comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the  
Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other  
hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in  
Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and  
agreements set forth in Uniform Covenant 6 shall remain in effect.

MULTISTATE 1-4 FAMILY RIDER

Fannie Mae / Freddie Mac Uniform Instrument FNMA 3170 9/90

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**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

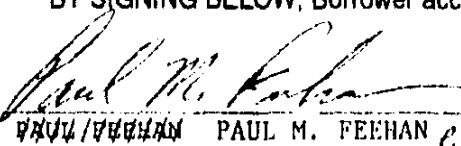
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family

95519427

  
PAUL M. FEEHAN PAUL M. FEEHAN P.M.F.

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-Borrower

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## BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 24<sup>TH</sup> day of JULY , 1995 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to FIRST SECURITY MORTGAGE (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

17305 S 66TH COURT, TINLEY PARK, IL 60477

### [Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

#### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of AUGUST 1ST , 2025 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than five percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

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### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus ONE HALF PERCENT, rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

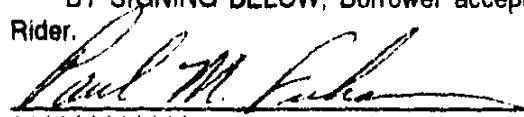
### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than five percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

  
PAUL M. FEEHAN / PAUL M. FEEHAN P.M.F. \_\_\_\_\_  
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Borrower

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