

# UNOFFICIAL COPY

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Box 260

DEPT-01 RECORDING 933.00  
T80009 TRAM 9240 09/13/95 15:24:00  
67042 8 AM --95-413929  
COOK COUNTY RECORDER

This instrument prepared by (Space Above This Line For Recording Data)

and should be returned to:  
JENNIFER FORTNER  
MIDWEST MORTGAGE SERVICES, INC.  
1961 SOUTH MYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

## MORTGAGE

ATTORNEYS TITLE GUARANTY FUND, INC.

THIS MORTGAGE ("Security Instrument") is given on AUGUST 30, 1995. The mortgagor is  
KENNETH EVANS AND ROBYN EVANS, MARRIED TO EACH OTHER

("Borrower"). This Security Instrument is given to  
MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose  
address is 1961 SOUTH MYERS ROAD, SUITE 300, OAKBROOK TERRACE, ILLINOIS 60181

("Lender"). Borrower owes Lender the principal sum of  
EIGHTY SIX THOUSAND THREE HUNDRED & 00/100  
Dollars (U.S. \$ 86,300.00)

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 SEPTEMBER 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. #: 19-26-607-034-0000

which has the address of 3506 WEST 76TH STREET, CHICAGO (Street, City),  
Illinois 60652 (Zip Code) ("Property Address");

ILLINOIS - Single Family - FINEA-PUBLIC UNIFORM  
INSTRUMENT Form 3814 9/99  
Amended 5/01  
-OR- (L) (6/03)  
VMP MORTGAGE FORMS (88042) 7/01

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(Page 1 of 2)

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 easements and appurtenances shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER 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.

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

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

1. **Payment of Principal and Interest:** Payment and Late Charge. 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. **Payment of 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, and the Note is paid in full, a sum ("Payments") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly household payments and assessments which may attach priority over this Security Instrument as a lien on the Property; (c) yearly flood insurance premiums, if any; (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 2, 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 by Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lower amount. Lender may continue the amount of Funds due on the basis of current data and reasonable estimates of obligations of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution which is insured by a Federal agency, membership, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not change Borrower for holding or applying the Funds, unilaterally amending the escrow account, or verifying the Escrow Items, unless Lender pays Borrower notice of or on the Funds and applicable law permits Lender to make such a change. However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds, and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount 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 Escrow Items when due, Lender may 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.

(Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender in the case of acquisition or sale in a credit against the sums secured by this Security Instrument.)

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, 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.

4. **Change of Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay those 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 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) consents in good faith to the by, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to protect the lien or the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall notify the lien or release the lien or take care of notice of the action set forth above within 10 days of the giving of notice.

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First Chicago Mortgage Services

Midwest Mortgage Services, Inc.

LOAN # 0000322882  
3306 WEST 76TH STREET  
CHICAGO, IL 60652

## LEGAL DESCRIPTION RIDER

LOT 34 IN BLOCK 6 IN THOMAS W. READE'S WEST 79TH STREET HIGHLANDS BEING A  
SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE  
WEST 50 FEET AND EXCEPT THAT PART TAKEN FOR 79TH STREET) OF SECTION 26,  
TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. # : 19-26-467-034-0000

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Property of Cook County Clerk's Office

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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 deliver 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 1071 2008  
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given effect without the conflicting provision. To the extent of the provision of the Security Instrument and the Plan are deemed to conflict with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Plan which can be given effect. In the event that any provision of the Security Instrument or the Plan is deemed to conflict with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Plan which can be given effect. In the event that any provision of the Security Instrument or the Plan is deemed to conflict with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Plan which can be given effect.

15. Governing Law; Reversibility. This Security Instrument shall be governed by the law of the State of California. This Security Instrument shall be deemed to have been given to the Borrower or Lender when given as provided in this paragraph. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to the address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be given by delivering it or by mailing it to the address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be given by delivering it or by mailing it to the address stated herein or any other address Lender designates by notice to Borrower.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to the address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be given by delivering it or by mailing it to the address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be given by delivering it or by mailing it to the address stated herein or any other address Lender designates by notice to Borrower.

13. Loan Changes. If the loan secured by this Security Instrument is subject to a law which requires a minimum loan change, and that law is finally interpreted to mean that the amount of the loan shall be changed, the amount of the loan shall be changed to the amount required by such law. If the loan secured by this Security Instrument is subject to a law which requires a minimum loan change, and that law is finally interpreted to mean that the amount of the loan shall be changed, the amount of the loan shall be changed to the amount required by such law.

12. Borrower's and Lender's Joint and Several Liability. The Borrower and Lender shall be jointly and severally liable for the performance of the obligations of the Security Instrument. The Borrower and Lender shall be jointly and severally liable for the performance of the obligations of the Security Instrument. The Borrower and Lender shall be jointly and severally liable for the performance of the obligations of the Security Instrument.

11. Borrower Not Released; Payment by Lender Not a Waiver. Extension of the time for payment or satisfaction of the debt of the Security Instrument, or any other act of the Borrower, shall not constitute a release of the Borrower from its obligations under the Security Instrument. Extension of the time for payment or satisfaction of the debt of the Security Instrument, or any other act of the Borrower, shall not constitute a release of the Borrower from its obligations under the Security Instrument.

10. Condition. The proceeds of any loan or other obligation, direct or indirect, in connection with any loan or other obligation, shall be applied to the payment of the debt of the Security Instrument. The proceeds of any loan or other obligation, direct or indirect, in connection with any loan or other obligation, shall be applied to the payment of the debt of the Security Instrument.

9. Inspection. Lender or its agent may make reasonable inspections 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. Lender or its agent may make reasonable inspections 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. Insurance. The Borrower shall maintain and pay for the insurance required by the Security Instrument. The Borrower shall maintain and pay for the insurance required by the Security Instrument. The Borrower shall maintain and pay for the insurance required by the Security Instrument.

7. Mortgage. The Borrower shall execute and record a mortgage in favor of Lender to secure the obligations of the Security Instrument. The Borrower shall execute and record a mortgage in favor of Lender to secure the obligations of the Security Instrument. The Borrower shall execute and record a mortgage in favor of Lender to secure the obligations of the Security Instrument.

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16. **Borrower's Copy.** Borrower shall be given one confirmed 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, or 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.

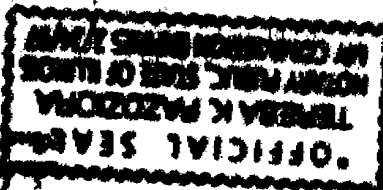
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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This instrument was prepared by

My Commission Expires  
6-24-99

*James K. Casperson*  
day of

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, I, \_\_\_\_\_ County Clerk of Cook County, Illinois, have signed and delivered the said instrument in \_\_\_\_\_

presence known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_

is/are a Natural Person in and for said county and state, do hereby certify that \_\_\_\_\_

STATE OF ILLINOIS

County of: \_\_\_\_\_

\_\_\_\_\_  
(Sole) Borrower

*George M. Zuercher*  
(Sole) Borrower

*James K. Casperson*  
(Sole) Borrower

Witnesses:

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

- V.A. Rider
- Balance Rider
- Combined Payment Rider
- Adjustable Rate Rider
- Contingent Rate Rider
- Contingent Rate Rider
- Forward Loan Development Rider
- Rate Improvement Rider
- (Others) (Specify)
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

(Check applicable box(es))

20. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with the Security Instrument, the covenants and agreements of each such rider shall be incorporated here 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.

21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any recording costs.