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AFTER RECORDING MAIL TO:

PO Box 201
Beverly Bank
Loan Service Center
417 S. Water Street
Wilmington, IL 60481

T.C. 8657AC-50
LNU 5001-3509

DEPT-01 RECORDING 135.00
T86012 TRAM 6856 10/06/95 11:44:00
\$7264 & DT N-95-681239
COOK COUNTY RECORDER

[Space Above This Line For Recording Date] *25-10-1*

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 3, 1995. The mortgagor is PATRICK W. GINERIS, JR. and HENEE C. GINERIS, Husband and Wife

("Borrower"). This Security Instrument is given to First National Bank of Wilmington, which is organized and existing under the laws of the United States of America, and whose address is 417 South Water Street, Wilmington, IL 60481 ("Lender"). Borrower owes Lender the principal sum of Eighty Six Thousand Four Hundred Dollars and no/100 Dollars (U.S. \$ 86,400.00). 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 November 1, 2010. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois.

LOTS 31 AND 32 IN BLOCK 28 IN KEENEY'S SUBDIVISION OF CHICAGO HEIGHTS, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 32-33-331-018-0000 1 OF 2
P.I.N. # 32-33-331-019-0000 2 OF 2

which has the address of

3337 HOPKINS AVENUE
(STREET)

STEGER
(CITY)

Illinois 60475
(ZIP CODE)

(Property Address).

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The Funds shall be held in an institution making deposits available by a federal agency, instrumentality, or entity (including lender, if lender is such an institution) or in any Federated Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, lessor of may not charge Borrower for holding and applying the Funds, annually amortizing the Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies it to his or her account, or makes such a charge Lender may require payment of the Funds and applying the Escrow items, unless Lender to make such a charge however, Lender may require Borrower to pay a one time charge, or an independent real estate reporting service used by Lender in connection with this loan, unless Escrow provides otherwise unless an agreement is made or applicable law requires it 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, at annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each deal to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security.

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 strain property over the Security instrument as a lien on the property ("Security"); (b) yearly lessor-hold insurance premiums; (c) yearly hazard or property insurance premiums; (d) yearly food insurance premiums; (e) any mortgagage insurance premiums; (f) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in her, or 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 of (a) lessor-hold insurance premiums. The Escrow Items are accounted under the heading "Escrow Items" in the ledger Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. (RESPA), unless Rule 1011(b)(1) of the Federal Reserve Board applies to the Funds held by Lender. At any time, collection and holding of Funds in an amount not to exceed the maximum amount of (a) lessor-hold insurance premiums, or any other amount Lender may estimate the amount of Funds due on the basis of current costs and reasonable estimates of Lenders may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may estimate of future Escrow items or otherwise in accordance with applicable law.

1. The purpose of this Note is to explain the principal and minor differences between the original and revised editions of the Note and any preparation and letter charges due under the Note.

THE ECONOMIC GOVERNANCE OF BOTTLED AND LAGERED COOKED BEANS AND SOUP IN IRELAND

THIS SECURITY INFORMATION CONTAINS CLASSIFIED INFORMATION COVERED BY A UNIFORM SECURITY INFORMATION CLASSIFICATION AGREEMENT. IT IS UNCLASSIFIED UNTIL THE END OF THE CLASSIFICATION PERIOD.

BORROWER COVENANTS that Borrower is lawfully settled on the assets hereby conveyed and has the right to manage, grant and control the Property and the title to the Property shall remain with the Borrower notwithstanding any encumbrances or demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the premises shall be covered by the Security Instrument as part of the property. All redemptions and additions shall

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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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the maturity payment referred to in paragraphs 1 and 2 of change amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to repay insurance policies resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum secured by the Security instrument immediately prior to the acquisition.

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 and Lender may collect the insurance proceeds paid to Borrower if Borrower's security would be lessened, the insurance proceeds shall be applied to the amount secured by Lender's security or to pay sums secured by this Security instrument, whether or not the period will begin when the notice is given.

Borrower, shall prominently 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 that the lien by, or debtors against whom it is directed, to Lender; (c) proceedings which are under a Landlord's option, operate to prevent the enforcement of the lien; or (d) legal proceedings which are under a Landlord's option, operate to prevent the enforcement of the lien in, legally, over the Security Instrument, least of may give Borrower a notice identifying the lien 10 days of the filing of notice.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, leases and impositions attributable to the Property which may attach prior to or over this Security Instrument, and lessor shall pay all taxes, assessments, charges, leases and impositions attributable to the Property which may attach prior to or over this Security Instrument, and lessor shall promptly furnish to Lender all notices of amounts to be paid under this paragraph if Borrower makes no payment to the lessor.

3. Application of Payments. Unless application is withdrawn, all payments received by Landlord under Paragraphs 1 and 2 shall be applied first, to any payment 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.

Upon payment in full of all sums secured by the same Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender under Paragraph 21, Lender shall acquire or sell the Property or Lender prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by the Security Instrument.

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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 such action 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 (i) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (ii) 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 accrued hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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13. Loan Charges. If the loan secured by the security instrument is subject to a law which fixes maximum loan charges, and that law is fairly 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 charged from Borrower which exceed the permitted limit will be reduced to Borrower's direct payment to Lender to make this reduced by reducing the principal owed under the Note or by making a lender may choose to make this reduced by reducing the principal owed under the Note as a partial repayment without any prepayment charge under the Note.

12. **Successeeors and Assigning 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 with co-signers of this Security instrument but does not exceed one Note. (a) is co-signing this Security instrument only to mortgage, grant and convey real 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, (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security instrument.

11. Borrower Not Responsible: Except as otherwise provided, Extension of time for payment or modification of amortization of sums secured by this Security Instrument granted by Lender to Borrower shall not affect the exercise of any right or remedy of successor in interest of Borrower that is entitled to receive payment of principal and interest and made by the original Borrower or Borrower's successors in interest by reason of any demand made by the original Borrower or Borrower's successors in interest to extend time for payment of otherwise monthly amortization of the sums secured by this Security Instrument by reason of failure to pay principal and interest when due.

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

If the Plaintiff is abandoned by Borrower, or if after notice by Lender to Borrower that the nondelivery of the funds or damage to the goods secures the property or to the sums secured by this Security instrument, whether or not then due

In the event of a total loss of the Property, the proceeds shall be applied to the sums secured by the Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial loss of the Property in which the fair market value of the Property immediately before the loss is equal to or greater than the sum of the sums secured by this Security instrument of the Property immediately before the loss, the sums secured by this Security instrument shall be reduced by the amount of the proceeds immediately before the loss. The sums secured by this Security instrument shall be reduced by the amount of the proceeds immediately before the loss, divided by (b) the total amount of the sums secured immediately before the loss, and (c) the following fraction: (a) the total amount of the sums secured immediately before the loss, divided by (b) the fair market value of the fair market value of the Property immediately before the loss.

10. Contingent claim. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, shall be paid to Lender.

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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.

22. Release. 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.

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

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] | | |

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