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RECORDATION REQUESTED BY:

Marquette National Bank 6316 South Western Ave Chicago, IL 60636

WHEN RECORDED MAIL TO:

Marquette National Bank 6316 South Western Ave Chicago, IL 60636

SEND TAX NOTICES TO:

Marquette National Bank 6316 South Western Ave Chicago, IL 60675 95705127

DEPT-01 RECORDING

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COOK COUNTY RECORDER

1567480 2-

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MORTGAGE

3/09

THIS MORTGAGE ("Security Instrument") is given on October 7, 1995. The mortgagor is Marie C. Biros and Martha A. Lourgos, title vesting as tolices: Marie C. Biros, divorced and not since remarried and Martha A. Lourgos, a widower ("Borrower"). This Security Instrument is given to Marquette National Bank, which is organized and existing under the laws of the United States of America and whose address is 6316 South Western Ave, Chicago, It. \$0636 ("Lender"). Borrower owes Lender the principal sum of Ninety Five Thousand & 00/100 Dollars (U.S. \$95,000.00). This double 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, 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 notect 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 I ender the following described property located in Cook County, Illinois:

LOT 44 IN BLOCK 25 IN FREDERICK H. BARTLETT'S GREATER 79 OF STREET SUBDIVISION BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 29, ALSO THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 19-29-401-001

which has the address of 7701 S. Austin, Burbank, Illinois 60459 ("Property Address"); The Real Property or its address is commonly known as 7701 S. Austin, Burbank, IL 60459. The Real Property tax identification number is 19-29-401-001.

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."

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ILLINOIS-Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6)

BOX 333-CTI

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(Continued)

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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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due

under the Note.

under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal 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 lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data arrives reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. with applicable law

with applicable law.

The Funds shall be need in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Flome Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lander to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides cherrise. 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 curpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in the payments at Londor's color. Borrower shall make up the deficiency in no riore than twelve monthly payments, at Lender's sole

Upon payment in full of all sums secured by this Security Interument, 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 at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides of the property and by Lender at the time of acquisition of payments.

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 chruzus 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.

amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessment, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or in not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall or notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender and in otices of amounts to be paid under this paragraph. If Borrower makes these payments directly, 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 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 satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. Hazard or Property Insurance. Borrower shall lender requires insurance. This insurance shall

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UNOFFICIAL COPY FNMA/FHLMC MORTGAGE

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(Continued)

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 with any excess paid to Borrower. If Borrower secured by this Security Instrument, whether or not then due, 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 does not answer within 30 days a notice proceeds. Lender may use the proceeds to repair or restore the Property or to gay sums secured by this Security Unless, whether or not then due. The 30-day period will begin when the notice is given.

Unless, Lender and Borrower otherwise agres in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to his paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance extent of the sums secured by this Security instrument immediately prior to the acquisition shall pass to Lender to 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; days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's which are beyond Borrower's all not destroy, during residence within sixty principal residence within sixty principal residence within sixty principal residence for at least one eyer after the date of occupancy, unless Lender otherwise agrees in writing Borrower's control. Borrower shall not destroy, during the continue to occupy the Property as Borrower's which are beyond Borrower's control. Borrower shall not destroy, during the feature and professional property of the Property of otherwise agrees in writing and the language for the property. Borrower's shall not destroy, during the feature and professional

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 be payable, with interest, upon notice from

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, 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, is not available. Borrower shall pay to Lender each month a sum equal to one-twolith of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender payments may no longer be required, at the option of Lender, if mortgage insurance coverage insurance. Loss reserve for the period that Lender required, at the option of Lender, if mortgage insurance coverage, (in the amount and 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property Immediately before the taking is equal to or greater and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance Property immediately before the taking. Any balance Property immediately before the taking is less than the amount of the sums secured immediately before the taking, the proceeds unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds

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(Continued)

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shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such navments.

unites Lender and borrower outsides guize in whiting, any application of processes or parapha sharing extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to 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 walver of or preclude the exercise of any right or remedy. Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy. Lender in exercise of any right or remedy.

12. Successor and Assigns Bound, Joint and Several Liability, Co-signers. The covenants and agreements shall be joint and several. Any subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any subject to the provisions of paragraph 17. Borrower's exercise in the Property under the terms of this Security Instrument but does not execute the Note: (a) is co-signing this Security instrument only to morreage, grant and convey that Borrower's interest in the Property under 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 to the terms of this Security Instrument or or the loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums a

Borrower shall be given one conformed copy of the Note and of this Security Borrower's Copy. 16.

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 be all provides.

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 excitation 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) is lays (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 euch 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 also contain any other information required by the address to which payments should be made. The notice will also contain any o

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FNMA/FHLMC MORTGAGE (Continued)

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applicable law.

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

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

As used in this paragraph 20. "Hazardous Substances" are those substances defined as toxic or hazardous

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 junicition 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 inc 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 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, Lunder 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. 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 core 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)]

☐ Adjustable Rate Rider ☐ Graduated Payment Rider ☐ Balloon Rider ☐ Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate improvement Rider	1 1-4 Family Rider Liveekly Payment Rider Scoond Home Rider
	accepts and agrees to the terms cuted by Borrower and recorded with	and covenants contained in this Security it.
Witnesses:	Marie	Marie C. Firos-Borrowei
	ma	other A. James (Seal)

(Seal)

Marina A. Lourgos-Borrower

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FNMA/FHLMC MORTGAGE (Continued)

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LOBIT NO 6334	, ,, , , , , , , , , , , , , , , , , ,		(Ontolinant)			
This Mortgage	prepared by:	Karen M. Olivo 6316 S. Western A Chicago, Illinois 6				
——————————————————————————————————————		INDIVIDUAL	ACKNOWLED	GMENT		
STATE OF	Illen	is))) 35			
COUNTY OF	(inter-)			
On this day be Lourgos, to me they signed the Given under m	efore nie, the known to be to Mortgaga as to ward and and on	undersigned Notary I he individuals describe heir free and voluntary ficial seal this 13°	Public, personalied in and who executed and deed, for day of	y appeared Marie lecuted the Mortga or the uses and pur Cather	C. Biros and Mage, and acknowled poses therein men	artha A. Iged that tioned.
By Wilms		hu_		at 6316 57	7.7	ean H
		State ri Jelin				7
My commission	1~~	"OFFICIAL SEVI"	~(
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