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DEPT-01 RECORDING 033.50
T40001 TRAN 0799 11/13/95 11:18:00
45656 + JM *-95-779322
COOK COUNTY RECORDER

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This instrument prepared by
and should be returned to:
JENNIFER FORTNER
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ~~11/13/95~~ OCTOBER 26, 1995. The mortgagor is
KATHLEEN J. LENTING AND ADRIAN J. LENTING, MARRIED TO EACH OTHER

INTERCOUNTY TITLE

("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 1901 SOUTH MEYERS ROAD, SUITE 300, OAKBROOK TERRACE, ILLINOIS 60181

Twenty six thousand five hundred & 00/100

Dollars (U.S. \$ 26,500.00)

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. The 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 (c) to protect the security of
this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the Note, the instrument and the
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following real property located in
COOK County, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : 30-20-409-037

which has the address of 1512 S SHIRLEY, CALUMET CITY
Illinois 60409 (Zip Code ("Property Address"))

ILLINOIS Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91
VMP (IL) (0405)
MIDWEST MORTGAGE SERVICES (900)521-2291

A. J. L.
K. G. L.



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01 (REV) 08-91

TOGETHER WITH all the improvements now or hereafter erected on the property, and all the fixtures now or hereafter attached to the property, shall also be conveyed to the grantor, and the grantor shall execute all the instruments necessary to carry out the intent of this deed.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed, and that the Property is unencumbered, except for encumbrances which are shown on the plat and which are shown on the plat and which are shown on the plat and which are shown on the plat.

will defend generally the title to the Property against all claims and demands, subject to any encumbrances which are shown on the plat and which are shown on the plat.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform provisions which are shown on the plat and which are shown on the plat.

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 pay to Lender the principal of and interest on the debt evidenced by the Note and any prepayment and late charges in accordance with the terms of the Note and the Security Instrument.

2. Funds for Taxes and Insurance. Subject to applicable law, or to a written agreement between Borrower and 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 sufficient to pay in full a lien on the Property, including but not limited to property taxes and assessments which may attach to the Property, including but not limited to property taxes and assessments which may attach to the Property, including but not limited to property taxes and assessments which may attach to the Property.

any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to the lender, including but not limited to property taxes and assessments which may attach to the Property.

provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, there shall be no payment of mortgage insurance premiums, there shall be no payment of mortgage insurance premiums, there shall be no payment of mortgage insurance premiums.

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of the loan, including but not limited to the amount of the loan, including but not limited to the amount of the loan.

If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of the loan, including but not limited to the amount of the loan, including but not limited to the amount of the loan.

estimate the amount of Funds due or the basis of current data and reasonable estimates of expected future income, including but not limited to the amount of the loan, including but not limited to the amount of the loan.

otherwise in accordance with applicable law.

The Funds shall be held in an institution which is insured by a federal agency, including but not limited to the amount of the loan, including but not limited to the amount of the loan.

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 charge Borrower for holding and applying the Funds, annually analyzing the Funds, and applying the Funds, and applying the Funds, and applying the Funds.

the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits, and a charge for an independent real estate appraisal, and a charge for an independent real estate appraisal, and a charge for an independent real estate appraisal.

However, Lender may require Borrower to pay a one-time charge for an independent real estate appraisal, and a charge for an independent real estate appraisal, and a charge for an independent real estate appraisal.

Lender in connection with this loan, unless applicable law provides otherwise, Lender shall not be required to pay Borrower any interest or principal on the Funds, and Lender may require Borrower to pay the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits, and a charge for an independent real estate appraisal, and a charge for an independent real estate appraisal, and a charge for an independent real estate appraisal.

Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, at the time of the closing, an annual accounting of the Funds, showing credits and debits to the Fund, and the purpose for which the Funds are being used, and the purpose for which the Funds are being used, and the purpose for which the Funds are being used.

made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall not be required to pay to Borrower the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds the amount permitted to be held by applicable law, Lender shall not be required to pay to Borrower the excess Funds in accordance with the requirements of applicable law.

not sufficient to pay the Escrow Items when due, Lender may, so long as Borrower is not in default under the Note, require Borrower 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 return to Borrower any Funds held by Lender, under paragraph 21. Lender shall acquire or sell the Property, Lender shall acquire or sell the Property, Lender shall acquire or sell the Property, Lender shall acquire or sell the Property, Lender shall acquire or sell the Property.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the debt secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments made by Borrower to Lender shall be applied, in the order of priority set forth in paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note, second, to amounts due under the Note, 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, assessments, charges, liens, and mortgages, including but not limited to the amount of the loan, including but not limited to the amount of the loan, including but not limited to the amount of the loan.

which may attach to the Property, including but not limited to the amount of the loan, including but not limited to the amount of the loan, including but not limited to the amount of the loan.

obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay to Lender, in full, the amount of the loan, including but not limited to the amount of the loan, including but not limited to the amount of the loan.

Borrower shall promptly furnish to Lender all notices of amounts to be paid and all other notices which are required to be paid and all other notices which are required to be paid.

Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts and other evidence of the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument and shall promptly discharge any lien which has priority over this Security Instrument.

writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, the consent of the holder of the lien, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion are necessary to protect the holder of the lien, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion are necessary to protect the holder of the lien, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion are necessary to protect the holder of the lien.

If Lender determines that any part of the Property is subject to a lien which has priority over this Security Instrument, Lender may give notice to the holder of the lien, or defend against enforcement of the lien in legal proceedings which in the Lender's opinion are necessary to protect the holder of the lien, or defend against enforcement of the lien in legal proceedings which in the Lender's opinion are necessary to protect the holder of the lien.

Security Instrument, Lender may give notice to the holder of the lien, or defend against enforcement of the lien in legal proceedings which in the Lender's opinion are necessary to protect the holder of the lien, or defend against enforcement of the lien in legal proceedings which in the Lender's opinion are necessary to protect the holder of the lien.

of the actions set forth above within 10 days of the giving of notice.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage on the amount and for the period 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 repayment of 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, shall be claimed 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 than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amount secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds 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 condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the mortgagee sues, 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 payment.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 limit 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 construed to 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 assigns this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument with the mortgagee and conveys that Borrower's interest in the Property under the terms of this Security Instrument, does not irrevocably obligate 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 the Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charge, 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 bring 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 to Borrower by making 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 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.

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A. J. L.
K. L.

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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 legal 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 applicable law on 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, as otherwise 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 of the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There 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 contain 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 on the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, disposal, storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or action by any governmental or regulatory agency or private party involving the Property and any applicable Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental agency or private party, 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 such by Environmental Law and the following substances: gasoline, kerosene, other flammable liquids, petroleum fuels, toxic pesticides and herbicides, volatile solvents, materials containing asbestos, or formaldehyde. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction in which 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 (other than 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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A. J. J.
R. J. J.

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9-6R(LL) (9-03)

This instrument was prepared by a Notary Public of Illinois

My Commission Expires: _____

[Signature]
Notary Public

Given under my hand and official seal, this 26th day of OCTOBER 1995, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein expressed, personally known to me to be the same as the persons

JANET HUFF, KATHLEEN J. LENTING AND ADRIAN J. LENTING, MARRIED TO EACH OTHER, a Notary Public in and for said county, and duly sworn, do hereby certify that

STATE OF ILLINOIS, COOK County ss:

_____ (Borrower) _____ (Borrower)
_____ (Seal) _____ (Seal)

[Signature] KATHLEEN J. LENTING
_____ (Seal)

[Signature] ADRIAN J. LENTING
_____ (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained herein and in any rider(s) executed by Borrower and recorded with it

- V.A. Rider
- Balloon Rider
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (Specify): _____

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded with this Security Instrument, the covenants and agreements of each such rider shall be inoperative and shall not constitute a part of this Security Instrument unless the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

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

Property of Cook County Clerk's Office

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First Chicago Mortgage Services



Midwest Mortgage Services, Inc.

LOAN # 0000121335
1512 S SHIRLEY
CALUMET CITY, IL 60409

LEGAL DESCRIPTION RIDER

LOT 4 IN BLOCK 3 IN GOLD COAST FOURTH ADDITION TO CALUMET CITY, BEING A RESUBDIVISION OF LOTS 1 TO 20, INCLUSIVE, BLOCK 10 AND ALL OF BLOCKS 11 TO 20 INCLUSIVE IN SHIRLEYWOOD, A SUBDIVISION IN CALUMET CITY, ALL BEING IN SECTIONS 20 AND 29, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. # : 30-20-409-037

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