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AFTER RECORDING MAIL TO:

INTEGRA MORTGAGE COMPANY
116 ALLEGHENY CENTER MALL
PITTSBURGH, PA. 15212

95841307

Box 343

Prepared by: INTEGRA MORTGAGE COMPANY

DEPT-01 RECORDING \$33.00
T#00012 TRAN 7951 12/04/95 15:20:00
\$5445 & CG *--95-841307
COOK COUNTY RECORDER

MORTGAGE

33⁰⁰,
33^v,

THIS MORTGAGE ("Security Instrument") is given on November 30, 1995

The mortgagor is

TODD P. SEMLA
SUSAN J. SEMLA

("Borrower"). This Security Instrument is given to

C D K MORTGAGE
which is organized and existing under the laws of STATE OF ILLINOIS
address is 2902 CENTRAL STREET
EVANSTON, IL. 60201

(Lender). Borrower owes Lender the principal sum of

TWO HUNDRED EIGHTY EIGHT THOUSAND AND XX/100 Dollars (U.S. \$288,000.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 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 FOR LEGAL DESCRIPTION

1903827 CE^②
CENTENNIAL TITLE INCORPORATED

95841307
20E14856

which has the address of 2732 LINCOLNWOOD DRIVE EVANSTON [Street, City],
Illinois 60201 [Zip Code] ("Property Address");

ILLINOIS-Simple Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Initials: *[initials]* Amended 5/91
2008(IL) JMS20

Page 1 of 6

Printed on Recycled Paper
VMP MORTGAGE FORMS - 0000523 7293



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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 referred by the lien in a manner acceptable to Lender, (b) conveys in good faith the lien to a third party, or (c) conveys the title to the property to Lender.

If borrower makes these payments directly, borrower shall promptly furnish to lender receipts evidencing the payments.

4. Changes; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Third, to increase due fourth, to principal due and last, to my late charges due under the Note.

3. Application of Payments Unless otherwise law provides otherwise, all payments received by Fund under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note second, to amounts payable under paragraphs 2 and 3.

Upon payment in full of all sums accrued by funds held by Lender at the time of acquisition or sale as a result against the sum so accrued by funds held by Lender 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 result against the sum so accrued by 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 result against the sum so accrued by funds held by Lender.

should pay to tender the amount necessary to make up the deficiency; however such tenders shall make up the deficiency in no more than twelve monthly payments, at tender's sole discretion.

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 in any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

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

The Funds shall be held in an institution where deposits are insured by a federal agency, instrumentality, or entity (including Lender), if Lender is subject to its rules 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, usually nondesigning the escrow account, or verify filing the Escrow Items, unless Lender pays those fees or interest on the Funds and applies the law permits Lender 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 otherwise specified. Unless an alternative is made or agreed to in writing, Lender shall not be required to pay borrower any interest on amounts on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to borrower and Lender shall give to the Funds, showing credits and debits to the Funds and the purpose for which each without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each.

Because only genuine are entitled to do so, the law applies to such persons by name.

1. **Buyout of principal and interest:** Prepayment and late charges, however 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.

LANDLORDS BY JURISDICTION TO ESTABLISH A MORTGAGE SECURITY INSTRUMENT GOVERNING REAL PROPERTY.

and will defend generally the title to the property against all claims and demands, subject to any encumbrances or record.

HORROR WITH CHAOTICANTS that Horrocks is lawfully seized of the estate hereby acknowledged and has the right to mortgag[e],

ARTICLE FIFTH. Within all the incorporated towns or neighborhoods created on the property, and in the cessions, appurtelements, and fixtures now or hereafter a part of the property, all replacements and additions shall also be covered by this security instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from 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

2021-08-26

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14. Notes, Any notice to Borrower presented to it in this Security Instrument shall be given by delivery of it or by mailing it by first class mail unless otherwise required as of regular method. The notice shall be directed to the property address of my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from borrower which exceeded permitted limits will be refunded to the borrower. Under this Note, if any sum already collected from borrower which exceeded permitted limits will be refunded to the borrower, lender may choose to make this refund by reducing the principal owed under this 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 payoff memo charge under the Note.

11. Borrower Not Releaseds; Forbearance By Lender Not in Writing. Extension of the time for payment of 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 release the liability of the original Borrower or Borrower's successors in interest if Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest if Borrower shall not have paid all amounts due under this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to prepayments 1 and 2 or change the amount of such payments, postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

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

condemnation of other taking of my part of the property, or for conveyance in lieu of condemnation, are hereby assented and

9. Inspection: Under or in its agent may make reasonable entries upon and inspections of the property; Under such brief
Borrower notice at the time of or prior to an inspection specifying reasons and cause for the inspection.

This prenuptial agreement is entered into by the parties named above, or to provide a less restrictive, until the requirement for incorporation in accordance with any written agreement between Borrower and Lender or applicable law.

obtain coverage adequately equivalent to the mortgage insurance previously in effect, in 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 subsequently established mortgagelife insurance coverage is not available, from an alternative mortgage insurer approved by Lender, if subsequently established mortgagelife insurance coverage is not available, from an alternative mortgage insurer shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgagelife insurance premium being paid by Borrower when the insurance coverage is first issued to be in effect, Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance, less reserve payments may no longer be required, in the option of Lender, if mortgagelife insurance coverage (in the amount and for the period that Lender requires) provided by Lender again becomes available and is obtained, Borrower shall pay

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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 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 my 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, 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 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 that not prior to acceleration under paragraph 17 unless

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04/2020

Form 3014 D/90

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"OFFICIAL SEAL"

Kittsberg, L.L.C., G.A.C.

Notary Public

My Commission Expires:

1995

30th

November

Given under my hand and affixed seal this
subscribed and delivered the said instrument as **the 1st** free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, prepared before me this day in person, and acknowledged that **they**
, personally known to me to be the same (persons) whose name(s)

John Todd P., Semla and Susan J., Semla
, a Notary Public in and for said County and State do hereby certify
that Todd P., Semla and Susan J., Semla
Cook County, Illinois

STATE OF ILLINOIS.

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

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

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.
25. Rider(s) applicable to this Security Instrument, if any, shall be recorded together with this Security Instrument and
any rider(s) executed by Borrower and recorded with it.
- Adjustable Rate Rider
 Graduated Payment Rider
 balloon Rider
 VA Rider
 Planed Term Development Rider
 Biweekly Payment Rider
 Condominium Rider
 1-4 Family Rider
 Kalie Improvement Rider
 Second Home Rider
 Other(s) [specify] LEGAL DESCRIPTION

26. Rider(s) applicable to this Security Instrument, if any, shall be recorded together with this Security Instrument and
any rider(s) executed by Borrower and recorded with it.

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

28. 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 recording costs.

29. Release, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
provided by this Security Instrument without further demand need may foreclose this Security Instrument by judgment
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums
non-excludable of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on
information Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the
severed by this Security Instrument, Borrower by judgment proceeding and sale of the Property. The notice shall further
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(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
applicable law provides otherwise; (e) the notice shall specify: (i) the default; (ii) the action required to cure the default;

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LOT 14 IN MITCHELL AND FOSTER'S RESUBDIVISION OF LOTS 6 TO 24,
INCLUSIVE, IN BLOCK 6 AND ALL OF BLOCK 7 TOGETHER WITH VACATED PUBLIC
THOROUGHFARE IN BAUER'S ADDITION IN THE EAST FRACTIONAL HALF OF THE
SOUTH EAST FRACTIONAL 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 05-33-413-031-0000

Property of Cook County Clerk's Office

95841307