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 COOK COUNTY RECORDER

RECEIVED: 178047 LOE 2

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R&I 14-78047
 This instrument prepared by [Space Above This Line For Recording Date]
 and should be returned to:
JENNIFER PORTNER
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 12, 1995** by **DONALD ROHREN AND PAIGE H.K. ROHREN, MARRIED TO EACH OTHER** to the mortgagee is

(*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**. ("Lender") Borrower owes Lender the principal sum of

TWO HUNDRED TWENTY ONE THOUSAND A 00/100

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 **JANUARY 1, 2026**. This Security Instrument relates to Lender: (i) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (ii) the payment of all other sums, with interest, advanced under paragraph 3 to protect the security of this Security Instrument; and (v) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois.

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL PROPERTY TAX I.D. # 1 14 31 324 010

BOX 169which has the address of
Illinois

2131 N. CORTLAND, CHICAGO
60647 (Zip Code) ("Property Address")

(Block, City,

ILLINOIS - Single Family - FNMA/PITTMAN UNIFORM

INSTRUMENT Form 3014-9/90
 APPROVED APRIL 1990
 APPROVED \$395
 MIDWEST MORTGAGE SERVICES, INC. (MOB#14795)

Page 1 of 6

WITNESS
[Signature]

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Java Programming

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of the collection of forces which were gathered at the head of the Soudan by General Gordon, and of the force which was sent to him by General Wolseley.

4. **Chloroacetyl Ethers.** Chloroacetyl ethers will play an important role in any large-scale synthesis, particularly, chloroform, chloroacetic acid, and chloroacetyl chloride under the Note.

should by law take effect. If under paragraph 21, Law takes effect until notice is given in favor of any Plaintiff Security Interests. Under application of paragraph 21, Law takes effect until notice is given in favor of all other creditors or to the Plaintiff Security Interests.

If this situation could be further exacerbated by a lack of secondary institutional availability for all areas necessitated to the primary function of the primary unit.

This finding should be kept in mind when applying the results of this study to other countries. In addition, it is important to note that the results of this study may not apply to all countries due to differences in cultural values and social norms. Therefore, it is recommended that future research focus on different countries and cultures to gain a more comprehensive understanding of the relationship between family structure and mental health.

additive like ammonia or urea may help. Pumice is an excellent soil conditioner, and amylase may also help to break down organic matter.

- Playman of principal and Interventor previously mentioned and Iago Chiragka.
- Playman of principal and Interventor previously mentioned and Agreco a Rodowai.
- Playman of principal and Interventor previously mentioned and Agreco a Rodowai.
- Playman of principal and Interventor previously mentioned and Agreco a Rodowai.

THIS SECURITY INFORMATION IS RESTRICTED AND PROPRIETARY PROPERTY OF BAE SYSTEMS AND ITS SUBSIDIARIES, AND IS NOT TO BE DISCLOSED, REPRODUCED, OR COMMUNICATED OUTSIDE THE COMPANY UNLESS APPROVED IN WRITING BY THE COMPANY'S SECURITY OFFICER.

BORROWER COVENANTS shall Borrower to lawfully perform all the "Covenants".

**SORTITHIR WITH ALL THE INDEPENDENTLY OWN OR HERITAGE OWNED UNITS PROPERLY, AND ALL OWNERSHIP, AND OWNERSHIP DOCUMENTS, AND
ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INTEREST AGREEMENT AS THE "PROPERTY".**

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to look 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 foreclosed. If the restoration or repair is not economically feasible or Lender's security would be foreclosed, the insurance proceeds shall be applied to the sum 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 sum secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leases. 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 curing the action, or proceeding to be threatened 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, gives 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 foreclosure or to enforce laws or regulations), then Lender may file 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 sum 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 requires 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 ceases 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 required or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserves

Form 3014, 9/89

Walter.....

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13. Coverage and Severability. This Security Agreement will be governed by the law of the state in which it was executed by the parties.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it

13. **Local Liberties.** If the loan received by the Banker by him deposited in his account at a law will be held in trust for him.

12. Successorship and Assignment of Benefits/Joint and Severable Liability. The survivorship and successorship rights and obligations of the Beneficiary shall remain in full force and effect notwithstanding any transfer or assignment of the Note without prior Borrower's consent.

11. **Differences Between Gold Kitebooks and Silver Kitebooks**: Differences between Gold and Silver Kitebooks are as follows:

- 1. Gold Kitebooks are more expensive than Silver Kitebooks.
- 2. Gold Kitebooks contain more pages than Silver Kitebooks.
- 3. Gold Kitebooks have a larger page size than Silver Kitebooks.
- 4. Gold Kitebooks are printed on higher quality paper than Silver Kitebooks.
- 5. Gold Kitebooks are bound in a more durable cover than Silver Kitebooks.
- 6. Gold Kitebooks are more difficult to damage than Silver Kitebooks.
- 7. Gold Kitebooks are more likely to be used for formal occasions than Silver Kitebooks.
- 8. Gold Kitebooks are more likely to be used for professional purposes than Silver Kitebooks.
- 9. Gold Kitebooks are more likely to be used for personal purposes than Silver Kitebooks.
- 10. Gold Kitebooks are more likely to be used for educational purposes than Silver Kitebooks.
- 11. Gold Kitebooks are more likely to be used for business purposes than Silver Kitebooks.
- 12. Gold Kitebooks are more likely to be used for leisure purposes than Silver Kitebooks.

If this responsibility is exclusively for the government, or if it is after notice by letter to the owner that the government offers to make an award or compensation, it is a question of interpretation.

In this event of a total break of the property, the packer will be entitled to all his rights as if he had been a member of the Society, and the members will be bound to pay him a sum equivalent to the value of his share in the property, less the amount paid by him for his share.

10. **Commemoration.** The proceeds of any award or alms for funerals, or for interments, or for conveying any
body to or from a place of interment, or for any other object, shall be paid to the trustee.

9. Disagreement. Neither of the parties may make reasonable alterations upon mutual agreement of the parties, however all changes must be in writing and countersigned by both parties.

principals need to be involved in the planning process to ensure that the new system is well received by the students.

Paragliders may no longer be certified, as this option of Larkair, if unregistered by the manufacturer company (in this situation and for the period

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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 recording 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))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Ratio Improvement Rider
- Other(s) (specify) **FIRST FLEXIBLE MORTGAGE SPECIAL RATE ADJUSTMENT OPTIONS RIDER**

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:


DONALD ROSEN

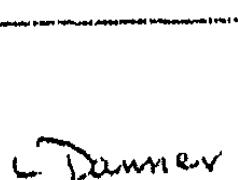
(Seal)

Borrower


PAIGE K. KURTZ-KOZZEN

(Seal)

Borrower


(Seal)

Borrower

Cook County, IL

(Seal)

Borrower

STATE OF ILLINOIS,

I, Vanessa L. Danner
DONALD ROSEN AND PAIGE K.K. KOZZEN, MARRIED TO EACH OTHER

, Notary Public in and for said county and state do hereby certify that

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEREIN he signed and delivered the said instrument at **THEIR** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

12th day of December, 1995

My Commission Expires:

"OFFICIAL SEAL"

VANESSA L. DANNER

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 4/6/98

This instrument was prepared by **Vanessa L. Danner**

Notary Public, State of Illinois

Commission Expires 4/6/98

611(11) (ms) NHTH

Notary Public

Perma 3014 9/98

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21. Acceleration of Payments and Five month grace period to accelerate full outstanding balance, a branch of *Securitily Instrument* or payment in full *Securitily Instrument* (but not prior to acceleration under paragraph 27 unless applicable law provides otherwise). The notice shall specify: (a) the defaulter (b) the action required to cure the defaulter (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must cure (d) full payment of all amounts due by Borrower under the Note and (e) acceleration of all amounts advanced to secure the defaulter to ensure the defaulter has paid all amounts due by Borrower under the Note and costs of title enforcement.

NON-UNIFORM GOVERNANTS. (Formerly and later called GOVERNORS AND MARCHES AS FOLLOWS)

As stated in this paragraph 30, "Afterwards a detailed analysis of the data or instruments available by University of Law will be carried out to know the nature and law of the jurisdictional authority in question and rules to be applied, namely as follows:

Borrower will promptly give Lender written notice of any acceleration, demand, lawsuit or other action by any person or entity to collect on its obligations under the Proprietary Interest.

20. **Liabilities Substantiated**, Reserve credit until such time as payment into trust terminates, less, dividends, interest, or release of any property of the Proprietary.

19. **Sale of Notes of Loan Servicer.** The Note or a partial interest in the Note (including with the Security interest) may be sold or resold or otherwise disposed of by a without prior notice to Borrower, at any time, except in a default by the Noteholder (including with the Security interest) in the Note or a partial interest in the Note (including with the Security interest).

18. **Borderware's Right to Remedy.** If Borderware incurs certain costs or expenses in connection with the defense of its intellectual property rights, Borderware shall have the right to recover

If further extensions into options, further annual giving barriers become an obstacle to acceleration, and the outcome annual provides a portion of the total by this sectionally summarized within their definition of derivative or derivative or derivative.

such as training material (or if a non-technical interviewee is asked for transferred and borrowed items) a simple list of the items can be used.

17 Transfer of the property of his personalty or of his possessions to any other person
18 by will or by any other instrument.

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ADJUSTABLE RATE RIDER TO MORTGAGE

THIS ADJUSTABLE RATE RIDER TO MORTGAGE is made this 12th day of DECEMBER, 1995, and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note ("Note") to

MIDNIGHT MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES ("Lender") of the same date and covering the property described in the Mortgage and located at:

2131 W. CORTLAND, CHICAGO, ILLINOIS 60647

(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

The Note provides for an initial interest rate of 6.780% and a first Change Date of JANUARY 1, 2001. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES"

(A) General.

The interest rate I pay will change based on movements of the Index (described in Section 4(C)) and rate change limitations (described in Section 4(E)).

(B) Change Dates.

The interest rate I pay may change on the first Change Date and every twelve months following the first Change Date. Each day on which my interest rate could change is called a "Change Date." Since interest is collected in arrears, the amount of my monthly payment may change on the first day of the month following each Change Date.

(C) The Index.

Beginning with the first Change Date, my interest rate will be based on an Index. Although the Index value on the first Change Date cannot be predicted, the Index value for the week of DECEMBER 7, 1995 was 6.390%.

The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year as of the date 48 days before each Change Date. The Index information is made available by the Federal Reserve Board and also published weekly in the Wall Street Journal. If the Index is no longer available, the Note Holder will choose a new Index and will give me notice of this choice.

(D) Calculation of Changes.

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points to the Index. The Note Holder will then apply the limits in Section 4(E) and will round the result to the nearest .125%. The result will be my new interest rate until the next Change Date.

With each interest rate change, the Note Holder will determine the new amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in my interest rate and loan payment in accordance with Section 4(G).

(E) Limits on Interest Rate Changes.

On any Change Date, the interest rate will not increase or decrease from the rate in effect by more than two (2) percentage points.

During the life of the loan, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than .400 percentage points. My interest rate will never be greater than 13.750% which is called "Maximum Rate."

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(P) Effective Date of Changes.

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment on the first monthly payment date after each Change Date until the amount of my monthly payment changes again.

(GI) Notice of Changes.

The Note Holder will mail me a notice of any rate change at least 25 days but no more than 120 days before, there is a change in my monthly payment. This notice will include all information required by law.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

(A) UNTIL THE FIRST CHANGE DATE AND AFTER BORROWER EXERCISES THE CONVERSION OPTION UNDER THE CONDITIONS STATED IN SECTION C OF THE FIRST FLEXIBLE MORTGAGE SPECIAL RATE ADJUSTMENT OPTIONS RIDER, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of 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.

(B) AFTER BORROWER'S FIRST CHANGE DATE BUT PRIOR TO BORROWER'S EXERCISE OF THE CONVERSION OPTION UNDER THE CONDITIONS STATED IN SECTION C OF THE FIRST FLEXIBLE MORTGAGE SPECIAL RATE ADJUSTMENT OPTIONS RIDER, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrees to all the terms hereof.


DONALD KORBREN


PAUL H. KURZE-KORBREN

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RIDER • LEGAL DESCRIPTION

LOT 16 IN BLOCK 10 IN PIERCE'S ADDITION TO HOLSTEIN IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-31-314-018

PROPERTY ADDRESS: 2131 W CORTLAND, CHICAGO, IL 60647

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