

UNOFFICIAL COPY

DEPT-01 RECORDING

\$33.50

95296618

\$2960 + VF *-95-396618
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **June 12, 1995** by **JOHN M. ROZENDAAL AND SUSAN E. ROZENDAAL, HIS WIFE AS JOINT TENANTS**

("Borrower"). This Security Instrument is given to **BANC ONE MORTGAGE CORPORATION**

95396618

which is organized and existing under the laws of **THE STATE OF DELAWARE**, and whose address is **BANK ONE CENTER/TOWER, 111 Monument Circle INDIANAPOLIS, INDIANA 46277-0010** ("Lender"). Borrower owes Lender the principal sum of **Fifty-Five Thousand and No/100**

Dollars (U.S. \$ **55,000.00**).

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 **July 1, 2010**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

SEE ATTACHED LEGAL

which has the address of **1216 W SHERWIN
60626**
Illinois

ILLINOIS -Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
-8R(IL) (8408)
Amended 5/91
VMP MORTGAGE FORMS - (800)521-7291

CHICAGO (Street, City),
[Zip Code] ("Property Address"); a tract of land containing approximately one-half acre, more or less, more particularly described as follows:



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Series 5
1998-99
Year 301A-F

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WMD-6A(1L) (8404)

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 accrued by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or deconveys against a claim or 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 to a lien which may attach priority over this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach before or more than 10 days of the actions set forth above within 10 days of the filing of notice.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may arise in connection therewith. Borrower shall pay all security instruments, and cascading payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all documents of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing the 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 charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

monetary payments, at Lender's sole discretion.

[[The Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount held by Leander at any time is not sufficient to pay the Escrow Items when due, Leander may so notify Borrower in writing, and, in such case Borrower shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months from the date of notice.]]

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in a 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, unusually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable 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 applicable law provides otherwise. Unless an agreeable law is made or applicable under, Lender shall not be required to pay a one-time charge for real estate tax reporting services used by Lender to be repaid, Lender shall not be required to pay a one-time charge for any interest or earnings on the Funds required to be repaid, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual account showing all sums received by Lender from the Funds, and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums accrued by this Security instrument.

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 monearily payable amounts are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect the property over this Security Instrument as a lien on the property; (b) yearly leasehold payments or ground rents of the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly fire, rage 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 regulated mortgage loan may require to escrow according to the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time. ("RESPA"). unless another law shall 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 and reasonable estimates of expenditures of future Escrow items or amounts if so desired.

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.

UNIFORM COVENANTS. Boundary and Landmark covenants and agree as follows:

will exceed generally the time to file Property against all claims and demands, subject to any circumstances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ACCRUED ON THE PROPERTY, AND ALL CASEMENTS, APPURTENANCES, AND FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT.

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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 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note is held invalid or unenforceable, 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise required by law or 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 designs by notice to Borrower. Any notice given to Lender by Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

13. Loan Charges. If the loan secured by this Security Instrument is subje~~c~~t 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 charge shall be reduced by the amount necessary to reduce the charge to the permitted level; and (b) any sums already collected from Borrower which exceeded limits will be returned to Borrower.

12. Successors and Assumers Bound; Joint And Several Liability; Covenants. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of (either) and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable under this Security Instrument and any other instrument executed by either Borrower or his/her spouse, if any, in connection with the making of this loan.

11. Borrower Not Responsible; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of the sums secured by this Security Agreement granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower. Borrower's successors in interest, Lender and any other party having title to the property covered by this Security Agreement, shall be liable to the holder of this Security Agreement for the payment of all amounts due hereunder. Any right of recoupment made by the original Borrower or Borrower's successors in interest, Lender and any other party having title to the property covered by this Security Agreement, shall not be a waiver of or preclude the exercise of any rights of remedy.

by this Security Instrument, whether or not such a 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 payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium officers to make an award or settle a claim for damage, 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

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 of a total taking, unless Borrower and Lender or their successors in title shall be entitled to write up the amount of the sums secured by otherwise provided, the proceeds shall be applied to the sums secured by this Security instrument which or not the sums are then due.

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

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 the cause for the inspection.

payments may no longer be required, at the option of Lennder, if mortgage insurance coverage (in the amount and for the period that Lennder requires) provided by an insurer approved by Lennder 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 ends in accordance with any written agreement between Borrower and Lennder or applicable law.

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21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums accrued by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit late fees after acceleration and the right to sue for 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 Interest 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 attorney fees and costs of little evidence.

NON-UNIFORM COVENANTS. Bottawocer and Leander further covenant and agree as follows:

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead-based paint, mercury, organic 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 Facility is located that relate to health, safety or environmental protection.

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposition, 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 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.

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (logbook 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 continuity (kmudun 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 under 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.

18. Borrower's Right to Remodel. If Borrower makes certain conditions, Borrower shall have the right to have confirmation of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as applicable) after (or reasonably before) presentation of a written notice to this Security Instrument by law may specify for reconditioning) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment enjoining Borrower from reconditioning this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which have accrued under this Security Instrument and the Note as if no acceleration had occurred; (b) pays any default of any other covenant or agreement; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lessor of this Security Instrument has been paid the sums secured by this Security Instrument.

If Landender exercices this option, Landender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date notice is delivered or mailed within which Borrower must pay all sums accrued by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Landender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

11. The transferor of the property or right to receive payment, if it is not a natural person, shall not be entitled to exercise its rights under this instrument, unless it has been authorized by the transferor in writing.

16. BORTOWER'S COPY. BORTOWER shall be given one conforming copy of this Note and of this instrument.

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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 recordation costs.

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

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

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

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) {specify}

- 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:

Susan E. Rozendaal (Seal)
SUSAN E. ROZENDAAL
-Borrower

John M. Rozendaal (Seal)
JOHN M. ROZENDAAL
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,

Cook

County ss:

I, WAYNE BENNETT, a Notary Public in and for said county and state do hereby certify that
SUSAN E. ROZENDAAL AND JOHN M. ROZENDAAL,
HUSBAND AND WIFE, personally known to me to be the same person(s) whose name(s) 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 set forth.

Given under my hand and official seal, this 12/11 day of Sept

My Commission Expires:

Notary Public

"OFFICIAL SEAL"

WAYNE BENNETT
Notary Public, State of Illinois

My Commission Expires Aug. 1, 1995 Form 3014 9/90

This Instrument was prepared by: **KENEE HAMILTON**
AND MAIL TO:

VMB -6R(IL) (8405)

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BANC ONE MORTGAGE CORPORATION

111 MONUMENT CIRCLE

SUITE 1011

INDIANAPOLIS IN 46277

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LEGAL DESCRIPTION

Commitment No.: 95050035

EXHIBIT "A"

UNIT "1" AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE WESTERLY 43 FEET OF THE EASTERNLY 50 FEET OF LOT 9 IN BLOCK 12 IN THE RESUBDIVISION OF BLOCK 11 AND 12 IN BIRCHWOOD BEACH IN SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LASALLE NATIONAL BANK TRUST NO. 43943, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23852051, TOGETHER WITH AN UNDIVIDED 29 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

P.I.N. 11-29-315-016-1001

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process

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