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96519652

PROPERTY OF
COOK COUNTY
RECORDING OFFICE

Prepared by: KIM FARINELLI
RECORD AND RETURN TO:
REGENCY SAVINGS BANK, FSB
24 N. WASHINGTON STREET
NAPERVILLE, ILLINOIS 60566

• DEPT-01 RECORDING \$43.50
• T#0011 TRAN 2385 07/08/96 15:16:00
• #3489 + RV *-96-519652
• COOK COUNTY RECORDER

MORTGAGE

Loan No. 6500007093



THIS MORTGAGE ("Security Instrument") is given on June 19, 1996 . The mortgagor is
KEVIN M. MURRAY, UNMARRIED

ATTORNEYS' NATIONAL TITLE NETWORK

("Borrower"). This Security Instrument is given to
PACOR MORTGAGE GROUP

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 3001 W. 111TH STREET, SUITE 103, CHICAGO, ILLINOIS 60655
("Lender"). Borrower owes Lender the principal sum of
Sixty Six Thousand Seven Hundred and no/100----- Dollars (U.S. \$ 66,700.00).

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, 2026
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:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

96519652

43.50
AP

PIN 24-13-223-016, 24-13-223-017
which has the address of 10506 S. ARTESIAN, UNIT 2B CHICAGO [Street, City].
Illinois 60655 [Zip Code] ("Property Address");
ILLINOIS Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90
Amended 5/91
LSP -SR(IL) (8802)01

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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 secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defers a sufficient period of time 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 subordinate the lien to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may affect prior to the date of recordation of the lien, or defers a sufficient period of time in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

4. **Charges:** Lender, 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 to the Person owed payment. These obligations provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments shall pay rents, if any. Borrower shall pay of the Person may be applied to the Person owed payment.

5. **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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any security instrument.

6. **Waiver of Preemption.** Shall apply any Funds held by Lender at the time of acquisition or sale as a credit, against the sum secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender to the acquisition or sale.

7. **Waiver of Non-Bankruptcy Protection.** Lender shall account to Borrower the amounts permitted to be held by Lender to Borrower to make up the deficiency in no more than

8. **Waiver of Non-Bankruptcy Protection.** Lender shall not be liable to pay the Secured Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to pay the Secured Items when due, Lender shall make up the deficiency in no more than

9. **Waiver of Non-Bankruptcy Protection.** Lender shall not be required to pay the Secured Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall give to Lender, for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender to Borrower for the excess Funds in accordance with the requirements of applicable law, Lender shall account to Borrower to make up the deficiency in no more than

10. **Waiver of Non-Bankruptcy Protection.** Lender shall not be required to pay the Secured Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall give to Lender, for the excess Funds in accordance with the requirements of applicable law, Lender shall account to Borrower to make up the deficiency in no more than

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of 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

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless otherwise directed in Lender's notice to the contrary.

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 fairly 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 limit; and (b) any sums already collected from the borrower which exceed permitted limits will be reduced to the permitted limit; and (c) any sums already collected from the borrower which exceed permitted limits will be reduced to Borrowser. 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 prepayment clause under this Note.

make any accommodations with regard to the terms of this Security Instrument or the Note without the Lender's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Defenders. 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 co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to monitor, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or terminate the Note.

exercising of any right or remedy.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment of modification 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 Lender has received payment in full of the sums secured by this Security Instrument by Lender to any successor in interest of Borrower or Borrower's successors in interest.

Oppose the due date of the monthly payments referred to in para 8,aps 1 and 2 or change the amount of such payment.

"In the event of a property or liability claim, the holder of the policy will be responsible for damage to the property or liability claim, and the insurance company will be responsible for the defense and settlement of the claim. The insurance company will also be responsible for any legal expenses incurred in connection with the defense and settlement of the claim. The insurance company will not be liable for any damages resulting from the insured's failure to timely report the claim or for any other reason." (Section 10.1)

If the Property is abandoned by Seller or if Seller fails to return the consideration offered to make an application to the court to set aside the instrument whenever or for such time as

market value of the security instrument before the taking is equal to or greater than the amount of the sums received by the Security Instrument holder before the taking, unless Borrower and Lender otherwise agree in writing, the sums received 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 in writing 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 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 received by the Security Instrument holder as follows:

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 due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair value shall be paid to Lender.

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

Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage previously in effect, from an ultimate mortgage insurer approved by Lender. If subsequently equity participation coverage becomes available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve may no longer be required, at the option of Lender, if mortgage insurance coverage (in 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 requirement for mortgage

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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 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 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.

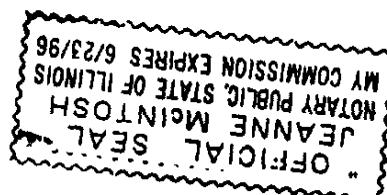
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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

initial:

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My Commission Expires:

Given under my hand and official seal, this 19th day of June 1996
Subscribed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.
Personally known to me to be the same person(s) whose name(s)
is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HR

I, *Kevin M. Murray*, Notary Public, in and for said county and state do hereby certify
that KEVIN M. MURRAY, UNMARRIED
a Notary Public in and for said county and state do hereby certify
County of Cook
(Seal)

Borrower
(Seal)

Borrower
(Seal)

KEVIN M. MURRAY
(Seal)

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

Check applicable box(es):
 1-A Family Rider
 Condorminium Rider
 Planed Unit Development Rider
 Biweekly Payment Rider
 Graduated Payment Rider
 Balloon Rider
 VA Rider
 Other(s) (Specify) _____

2A. 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 this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homeowner's Right of Homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. Reducing, but not limited to, reasonable attorney fees and costs of title evidence.

20. Borrower of this Security Instrument, notwithstanding all expenses incurred in pursuing the remedies provided in this instrument by judicial or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-excessive of a default or any other deficiency of Borrower to acceleration and foreclosure. If the default is not cured on

imform Borrower of the right to redress after acceleration and the right to assert in the foreclosure proceeding the rights to the instrument, foreclose by judicial 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 sum secured by this Security Instrument, by which the default must be cured; and

(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

LOAN NO. 6500007093

Unit No. 2B as delineated on the Plat of Survey for the following described parcel of real estate:

Lots 1 and 2 in Block 3 in C. Ruster and Company's Morgan Park Manor, a Subdivision in the North East 1/4 of Section 13, Township 37 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded September 29, 1922 as Document 766203A, in Cook County, Illinois, which survey is attached as Exhibit 'A' to the Declaration of Condominium Ownership and Bylaws, Assessments, Restrictions and Covenants for "Westridge Condominiums", made by Standard Bank & Trust Company, as Trustee under trust agreement dated March 15, 1994 and known as Trust Number 14282 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 9640124 together with its undivided percentage interest in said parcel (excluding from said parcel all the units thereof as defined and set forth in said Declaration of Condominium Ownership and survey).

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Property of Cook County Clerk's Office

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RIDER

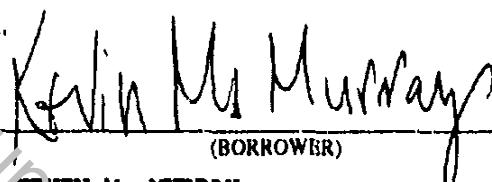
This Rider is made this **19TH** day of **June**, 19 **96**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **REGENCY SAVINGS BANK, A Federal Savings Bank** (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at

10500 S. ARTESIAN, #2E, CHICAGO, ILLINOIS 60655

Property Address

- (1) Borrower and Lender agree that notwithstanding anything contained in covenant 22 of the Mortgage, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- (2) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of Lender's rights under the Mortgage, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER, has executed this RIDER.



KEVIN M. MURRAY

KEVIN M. MURRAY

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Property of Cook County Clerk's Office

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ADJUSTABLE RATE RIDER

Loan No. 6500007093
(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 19th day of June, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

PACOR MORTGAGE GROUP

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

10506 S. ARTESIAN, UNIT 2E, CHICAGO, ILLINOIS 60655
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.875%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 2001, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three quarters percentage point(s) (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Page 1 of 2

100-8228 (8108).02

VMP MORTGAGE FORMS • (800)521-7291

Form 3-11-2/88
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KELVIN M. MURRAY

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Adjustable Rate Rider.

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.

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 transferor to sign an assumption agreement to Lender's satisfaction and to Lender and Borrower to keep all the promises and agreements made in the Note and accompanying instruments. Borrower will continue to be obligated under the Note and this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument.

The transfer of the Property or a beneficial interest in Borrower is sold or any part of the Property or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without 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 reserves this option if: (a) Borrower causes to be subordinated to Lender information required by Lender to validate his security as if a new loan were being made; or (b) Lender reasonably determines that Lender's security will not be impacted by the loan acquisition and that the risk of a breach of any covenant in this Security Instrument is acceptable to Lender.

R. INGENIERIE OF THE FOUNDRY OR A RECENT CLOUD IN INDUSTRY IN BORROWED

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me, such as the title and telephone number of a person who will answer any question I may have, regarding the notice.

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

The interest rate I am required to pay at the first Change Date will not be greater than 9.875 %. The interest rate I am required to pay at the first Change Date will not be greater than 9.875 %.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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Loan # 6500007093

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 19th day of June, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

PACOR MORTGAGE GROUP

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

10506 S. ARTESIAN, UNIT 2E, CHICAGO, ILLINOIS 60655
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WESTRIDGE CONDOMINIUMS
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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Form 3140 9/90

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Initials

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 2

VMP MORTGAGE FORMS - 18001521-7291

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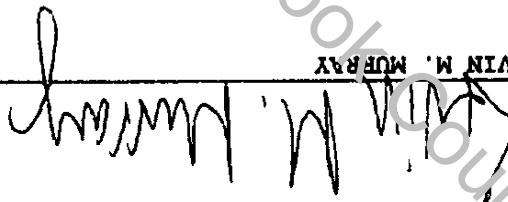
Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

KEVIN M. MURRAY



BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

R. Remedies. (i) Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts due and unpaid by Lender under this paragraph F shall become additional debt of Borrower accrued by the Security Instrument unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of commencement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

(ii) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owner Association unacceptable to Lender.

(iii) Termination of professional management and assumption of self-management of the Owner Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owner Association unacceptable to Lender;

(v) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(vi) any termination or abandonment of any provision of the Constituent Documents if the provision is for the express purpose of terminating or abandoning the Project;

(vii) the abandonment or termination of the Condominium Project, except for abandonment or written consent, either partition or subdivision of the Property or consent to:

E. Lender's Right Connect. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Lender, such proceeds shall be applied by Lender to the sums secured by the Security Instrument as paid to Lender. Such proceeds, or for any conveyance in lieu of condemnation, are hereby assigned and shall be used for or of the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or the unit or of the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to