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96500297

DELIVER TO
BOX 166

Prepared by:

CATHY WALL
800 BURR RIDGE PKWY
BURR RIDGE, IL 60521-6486

DEPT-01 RECORDING \$31.00
T#0014 TRAN 7630 07/23/96 14:23:00
\$3000 + JUW **94-560297
COOK COUNTY RECORDER

MORTGAGE

5001050406

THIS MORTGAGE ("Security Instrument") is given on **JULY 10, 1996** . The mortgagor is

LARRY S RICE AND SANDRA L RICE, HUSBAND AND WIFE

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

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632**

(Lender). Borrower owes Lender the principal sum of **ONE HUNDRED FIVE THOUSAND SIX HUNDRED DOLLARS & NO CENTS** Dollars (U.S. \$ **105,600.00**).

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 **AUGUST 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**:

LOT 1 IN WESTHAVEN NORTH RESUBDIVISION NO. 2 OF LOTS 36 THROUGH 47 IN BLOCK 1 OF WESTHAVEN NORTH, A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 AND IN THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2E, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 27-22-203-056-0000

4/20/2005 9:20 1/2 GAT On.

which has the address of **9088 W 161ST PLACE** **ORLAND HILLS** (Street, City),
Illinois 60477 **(Zip Code) ("Property Address")**

RECORDED **6/22/1996** FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 0/00
Amended 6/01

2006 UCR Form 3014
Page 1 of 1

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VFM MORTGAGE FORMS 1000623-7201



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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 to the lien being satisfied prior to discharge of the lien, or (c) severs from the holder of the lien an agreement satisfactory to Lender subordinating the lien to other debt of the Lender or (d) settles against the Lender in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (e) settles with the Lender in a manner acceptable to the Lender.

4. **Chargess**: Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may affect this Security Instrument, and lesachold pyramids or ground rents, if any, Borrower shall pay these offligations in due manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the person owed payment, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. The lessee shall, in interest due fourth, to prick paid due and less, to any late charges due under the Note.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by the Property.

If 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, and by the amount of the funds held by Leander.

The Funds shall be held in an account whose deposits are insured by a Federal agency, mainly the National Credit Union Administration, or by a State authority. The Funds may not charge Borrower for holding and applying the Funds, usually mandating the escrow account, or separately the Escrow Items, unless Lender pays a portion of interest on the Funds and applies law permits Lender to make such a charge; however, Lender may require Borrower to pay a one-time charge for an independent real estate law reporting service. In addition, Lender may require Lender pays a portion of interest on the Funds and applies law permits Lender to make such a charge in connection with this loan, unless applicable law prohibits Lender from doing so.

27. Funds for taxes and insurance, subject to applicable law or to a written waiver by Lender, borrowed funds shall pay to Lender on the day immediately preceding the due date under the Note, until the Note is paid in full, a sum ("Funds") for (a) generally taxes and assessments which may affect property over this Security Instrument as a lien on the Property; (b) generally taxes and assessments which may affect property over this Security Instrument as a lien on the Property; (c) generally hazard or property insurance premiums; (d) generally flood insurance premiums; (e) generally other expense items; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 2, in lieu of the payment of mortgagage insurance premiums. These items are called "Fees".

28. In any event, (a) general office expense premiums, if any; and (b) any sums payable by Borrower to the federal government units of the Property, if any; (c) general hazard or property insurance premiums; (d) generally flood insurance premiums; and (e) general maintenance expenses of the Property, if any; and (f) any sums ("Funds") for (a) generally taxes and assessments which may affect property over this Security Instrument as a lien on the Property; (b) generally taxes and assessments which may affect property over this Security Instrument as a lien on the Property; (c) generally hazard or property insurance premiums; (d) generally flood insurance premiums; (e) generally other expense items; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 2, in lieu of the payment of mortgagage insurance premiums. These items are called "Fees".

period of and interest on the debt evidenced by the Note and any prepayment and the changes due under the Note.

UNIFORM CONTRACTS. However and under certain circumstances, however shall promptly pay when due the amount of principal and interest charges, however shall promptly pay when due the

systems by introducing a uniform scaling, instead of averaging properties.

THE SECRET INSTITUTE (which, as we have seen, was founded by the same party) contained a number of records.

WATER-SOLUBLE SULFONATED POLY(4-VINYLPHENOL) AND ITS DERIVATIVES, HOMOPOLYMER OF 4-VINYLPYRIDINE AND ITS DERIVATIVES, AND THEIR USE AS POLYMERIC CATION EXCHANGERS

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in 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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1. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing to
the address and unless applicable law requires use of another method, the notice shall be directed to the Property Address
of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge that is reduced by the amount necessary to reduce the charge loan to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Under any choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. In a refund reduces principal, the reduction will be treated as a partial prepayment without any preparation charge under the Note.

(2) Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17, Borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this Security instrument but does not execute the Note; (a) is co-signing this Security instrument only to participate, gain and convey the security interest in the property under the terms of this Security instrument or the terms of this Note; (b) is not entitled to receive any accommodations with regard to the terms of this Security instrument or the Note without first giving notice to Lender and Borrower and any other borrower under the Note, (c) agrees that Lender and any other borrower may agree to extend, modify, re-borrow or secure by this Security instrument and (d) agrees that Lender and any other borrower may agree to pay the sum of Borrower's interest in the Property under the terms of this Security instrument; (e) is not personally obligated to pay the sum secured by this Security instrument and (f) is not personally liable for any deficiency.

11. Borrower Not Released; Lender Not a Waiver. Extension of the time for payment or non-delivery of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to operate to release the liability of the original Borrower or Borrower's successors in interest if Lender is not satisfied with the sums received by Lender as a result of any exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Secured by this Security instrument, whether or not there are less lessee and lessor 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 it, after notice by Lender to borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender's notice to restore or repair of the Property or to the sum Lender is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the sum awarded by the Condominium Association, whichever is greater.

be applied to the sums secured by this law, to the same extent as the sums due.

market value of the property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amount of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this

shall be paid to Lender.

10. **Academician.** 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

Insurable ends in accordance with any written agreement between Borrower and Lender or applicable law.
9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

obtain coverage substantially equivalent to the insurance previously in effect, in a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an ultimate 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 is imposed to be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgagor insurance. Loss reserve may be in effect, Lender 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 becomes available and is obtained, Borrower shall pay the premiums paid by Lender to provide to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

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

As used in this paragraph 30, "transferring subsidence" means subsidence determined to be caused by gravitational collapse of subsidence-prone material.

Borrower shall promptly file a written notice of my bankruptcy claim, claim, demand, lawsuit or other action by any creditor party violating the Property and any Lender's interest in the Property.

20. **Hazardous Substances**, however shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances as set forth in the Property. However shall not violate any environmental laws, rules, regulations, or standards of any jurisdiction.

19. Sale of Notes: Change of Loan Servicer. The Note or a partialized interest in the Note (together with this Security and up to fifty in the case of a reclassification under paragraph (a) of the Note) may be sold one or more times without prior notice to a Thorowgood. A side may result in a change in the entity known as the "Loan Servicer". Such entities normally pay interests due under the Note and this Security instrument. There also may be one or more entities that collect principal payments due under the Note and this Security instrument. The Note will also contain language of Note: Change of Loan Servicer. The Note or a partialized interest in the Note (together with this Security and up to fifty in the case of a reclassification under paragraph (a) of the Note) may be sold one or more times without prior notice to a Thorowgood. A side may result in a change in the entity known as the "Loan Servicer". Such entities normally pay interests due under the Note and this Security instrument. There also may be one or more entities that collect principal payments due under the Note and 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 interest and the Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

NOTA: DIA 10 DE MARÇO DE 2019. SE PRECISAR DE MAIS INFORMAÇÕES, FAÇA PESSOALMENTE UMA REUNIÃO COM O SEU ADVOCADO.

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 consent, Lender may, at its option, require immediate payment in full of all sums secured by this Note.

to be severable.

15. Governing Laws: Severability. This Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 boxes]

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 VA 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:

Larry J. Rice
LARRY J. RICE

(Seal)
Borrower

Sandra L. Rice
SANDRA L. RICE

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS,

I, THE UNDERSIGNED

that

LARRY J. RICE AND SANDRA L. RICE, HUSBAND AND WIFE

County ss: COOK

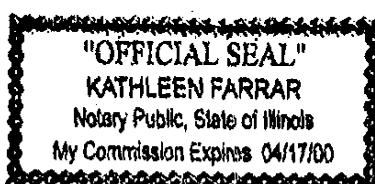
, a Notary Public in and for said county and state do hereby certify

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

10TH day of JULY 1996.

My Commission Expires:



Kathleen Farrar
Notary Public

36500207