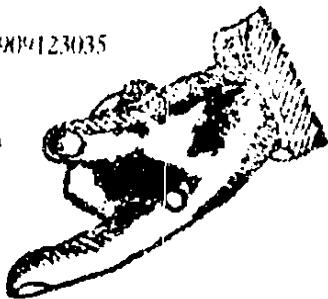


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Permanent Index Number: 1909123035

96715540

Prepared by:
Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201



Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75280-9068

SEPT-15-2009 10:51 AM
140001 1000 5000 00 1000000
SHERIFF & SHERIFF - 4-95-2-1546-3
COOK COUNTY RECORDER

Loan No: 08591729

Data ID: 344

Borrower: ROBERT J. BULICH

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 9th day of August, 1996.
The mortgagor is ROBERT J. BULICH AND EVELYN M. BULICH HIS WIFE

("Borrower").

This Security Instrument is given to GRANT MORTGAGE SERVICES, INC., A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is TWO WESTBROOK CENTER CORP.#100, WESTCHESTER,ILLINOIS 60154

("Lender").

Borrower owes Lender the principal sum of SIXTY-ONE THOUSAND and NO/100----Dollars (U.S. \$ 61,000.00). 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 September 1, 2011. 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 15 IN BLOCK 6 IN THE RESUBDIVISION OF BLOCKS 1 TO 8 INCLUSIVE (EXCEPT LOT 4 IN BLOCK 3 AND LOT 3 IN BLOCK 8) IN ARDA, A SUBDIVISION OF LOTS 2,3,4 AND 5 IN SNYDACKER'S PARTITION OF THE EAST 1/2 OF THE WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-09-216-100

96715540

which has the address of 4952 SOUTH LARAMIE AVENUE.

Illinois

50638
{Zip Code}

[Street]

CHICAGO,
("Property Address");
{City}

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Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice idemnifying the lien. Lender's subordination may take the form of this Security Instrument, if Lender holder determines that any part of the Property is subject to operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to good faith the lien by, or demands against enforcement of the lien in, legal proceedings which in the Lender's opinion agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) constitutes in Borrower shall pay the lien which has priority over this Security Instrument unless Borrower: (a)

to Lender receipts evidencing the payments.

amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish them on time directly to the person owed payment. Borrower shall furnish to Lender all notices of shall pay them over these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower property shall pay the lien which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any, Proportionately which may apply these payments 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.

paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; all payments received by Lender under 4. **Charges Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions, attributable to the property held by Lender, unless applicable law provides otherwise, all payments received by Lender under

agreements, the sums secured by this Security Instrument.

acquisition or sale of the property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit

any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the property, Lender, prior to the

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

the delinquency in no more than twelve months, at Lender's sole discretion.

in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up

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

Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held

by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

as additional security for all sums secured by this Security Instrument.

credits and debts to the Funds and the purpose for which each debited to the Funds was made. The Funds are pledged

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing

pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest to

otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall deduct to

independent ratio each tax, reporting service used by Lender in connection with this loan, unless applicable law provides

permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an

escrow account, or verifying the Escrow items unless Lender pays Borrower interest on the Funds and applying the

to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, unusually delaying the

(including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds

The Funds shall be held in a trust account whose depositories are located by a federal agency, instrumentality, or entity

with applicable law.

on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance

gather and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due

set, ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time,

under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et

exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account

premiums. These items are called "Escrow items". Lender may, at any time, collect and hold Funds in an amount net to

Borrower to collect premiums, to account with the previous items of paragraph 8, in lieu of the payable insurance

yearly flood insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by

yearly leasehold payments on the Property, if any; (c) yearly hazard or property insurance premiums; (d)

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien in full, a sum ("Funds") for

pay to Lender on the day monthly payments are due under the Note. Until the Note is paid in full, a sum ("Funds") shall

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall

the principal of and interest on the day monthly payments are due under the Note and any prepayment charges, Borrower shall

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due

LATENT COVENANTS. Borrower and Lender covenant and agree as follows:

This SECURITY INSTRUMENT constitutes a valid and enforceable instrument covering real property.

variations by jurisdiction to constitute a uniform covenant for national use and non-uniform covenants with limited

of record.

Borrower and will defend generally the title to the Property against all claims and demands, subject to any encumbrances

granted and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower

and Lender, All of the foregoing is referred to in this Security instrument as the "Property".

and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security

Instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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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 insurance 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.

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 shall be paid to Lender.

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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured 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 immediately 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 in which the fair market value of the Property immediately before the taking is less than the amount of the sum secured 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 secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, 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 by this Security Instrument, whether or not then 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.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. 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 mortgage, 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the 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 charge under the Note.

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 applicable law requires use of 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 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.

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If my amounts disputed by Lender under this paragraph 7 shall become additional debt of Borrower,
such Secured Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be paid in monthly installments at the Note rate and shall bear interest at the date of disbursement in the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

.. Protection of Landers 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 Landers rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), Lander may do and pay for whatever is necessary to provide the value of the Property to Landers; and Landers rights in the property may be paid by Landers to the trustee in such amounts and in such proportions as Lander deems appropriate. Landers actions under this paragraph 7, Landers does not have to do so.

6. Occupancy, Pre-emption, and Maintenance and Protection of the Property; Borrower's Loan Application
secure, by this Security instrument, in immediately prior to the acquisition.
Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within and least one year after the date of acquisition to occupy the Property as Borrower's principal residence for at least one year after the date of acquisition unless Lessee continues to occupy the Property as Borrower's principal residence for at least one year after the date of acquisition or otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control. Borrower shall not do any damage; or impair the Property, also, the Property to deteriorate, or commit waste in the Property; shall be in default if any forfeiture clause or proceeding, whether civil or criminal, is begun against Lessee for Leases security interest. Borrower may cure such a default and rectify, as provided in paragraph 1k, by cause of the action of proceeding to be dismissed within a reasonable time, in Lessee's favor than deterioration of Lessee's security interest. Borrower may cure such a default and rectify, as provided in paragraph 1k, by cause of the action of proceeding to be dismissed within a reasonable time, in Lessee's favor than deterioration of the Property or otherwise materially impair the lessee created by this Security interest or Lessee's security interest. Borrower shall also be in default if Borrower fails to pay interest or other principal or interest due on the loan or any other debt or obligation to Lessee or to another person, and if Lessee has given notice to Borrower to pay such debt or obligation and Borrower fails to do so within ten (10) days after receiving such notice.

Unlikely Le-Side, and Borrower obtinewise argue in writing, only application or proceeds to principal shall not exceed 125% of the monthly payments received by Lender, Borrower's right to any insurance policies will payme-ns. If under paragraph 21 the property is acquired by Lender, Borrower's right to any insurance policies shall pass to the acquirer prior to the occurrence of the event of the sum

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause:

5. **Lazard 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 floods of the Leander, for which Leander requires insurance, and any other hazards, for the periods of time required by the Leander requirements, for the insurance coverage shall be maintained in the amounts and for the periods of time required by the Leander requirements. The insurance shall be chosen by Borrower subject to Leander's approval which shall not be unreasonable withheld. If Borrower fails to maintain coverage described above, Leander may, at Leander's option, obtain coverage to protect Leander's rights in the property in accordance with paragraph 7.

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Loan No: 08591729

Data ID: 344

16. Borrower's Copy. Borrower shall be given one 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 is if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (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 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.

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My conclusion exercise:

(Printed Name)

Notary Public

The official seal of the State of Illinois War Commission, featuring a circular border with the text "OFFICIAL SEAL" at the bottom and "ELIZABETH E ROMAN" at the top. Inside the circle, it says "WATER PURITY STATE OF ILLINOIS" around the perimeter and "WAR COMMISSION EX PARTE 05/13/98" in the center.

The foregoing instrument was acknowledged before me this 19th day of August, 1996, by
ROBERT J. BULLICH AND EVELYN M. BULLICH, HUSBAND AND WIFE.

State of ILLINOIS
County of COOK

Space below this line for Acknowledgment

Borrower
.....
(Sesal)

-Borchwer
.....(Seal)

EVELYN M. BULICH-BORTNER

ROBERT J. BULICH-Botower
(Seal)

B) SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in all documents executed by Borrower and recorded with it.

- Adjustable Race Rider Cordomium Rider 1-4 Family Rider
 Grandmum Rider Plained Util Development Rider Biwecky Payment Rider
 Balloon Rider Race Improvement Rider Second Home Rider
 Other(s) [Specify] _____

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recording costs.