

# UNOFFICIAL COPY

96750364

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AFTER RECORDING MAIL TO:

LaSalle Home Mortgage  
Corporation  
12 Salt Creek Lane Suite 110  
Hinsdale, IL 60521

AP# RUMANN, T5079616  
LN# 5079616

DEPT-01 RECORDING \$37.00  
T40012 TRAN 2189 10/02/96 08:50:00  
46971 + ER \*-96-750364  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data] 37)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 26, 1996. The mortgagor is TIMOTHY E. RUMANN and DIANE C. CIHOCKI, Single/Never Married

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B.

existing under the laws of the United States of America, which is organized and existing under the laws of the United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Eighty Five Thousand Dollars and no/100 Dollars (U.S. \$ 85,000.00). 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 October 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:

\*\*\* SEE ATTACHED LEGAL DESCRIPTION \*\*\*

24-12-316-065-0000 ,

, which has the address of

2823 West 102nd Place  
[STREET]

Chicago  
Evergreen Park  
[CITY]

Illinois 60655 ("Property Address");  
[ZIP CODE]

ILLINOIS-SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

BOX 333-CTI

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If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) property taxes and assessments which may affect the Note, (b) security hazard as a lien on the Property, (c) yearly leasehold payments or ground rents on the Security, (d) yearly flood insurance premiums, (e) yearly mortgage insurance premiums, (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These terms are called "Escrow items". Escrow items, at any time, collect and hold Funds in an amount not to exceed the maximum amount for a federal, state or local mortgage loan may require for Borrower's account under the Israel Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless notice is given that applies to the Funds sets a lesser amount if so, lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses of future Escrow items or otherwise in acccording with applicable law.

pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM GOVERNANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

**THIS SECURITY INSTRUMENT** combines uniform conventions for non-uniform use and non-uniform scenarios with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

height to mortgagee, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter made in this Security instrument, All rights, and all remedies, also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as "Properties".

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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.

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8. **Mortgage instrument.** If Lender required mortgage instrument of making the loan secured by this Security instrument, Borrower shall pay the premium's required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender passes or ceases to be in effect, Borrower shall pay the premium's required to obtain coverage or insurance in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate insurance company which may be in effect, from a cost substantially equivalent to the cost to Borrower each month to one-twelfth of the yearly mortgage insurance premium being paid by Lender, if substantially equivalent insurance coverage is not available. Borrower shall pay to Lender, if substantially equivalent mortgage insurance coverage is not available to Lender, until the insurance lapses or ceases to be in effect. Lender will use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for periods that require) provided by Lender, to maintain the insurance coverage ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or his 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.

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, or condemnation or forfeiture of, or authority 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 attorney 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 agrees to all the terms of payment, these amounts shall bear interest from the date of disbursement at the same rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Occupation, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold.

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 the residence as Borrower's principal residence for at least one year after the date of occupancy the 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 foreclosure 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 impair the lender's security interest. Borrower may cure such a default and restore, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that lender's good faith determination, precludes forfeiture of the borrower's interest in the Property or other material also to the lender (or failed to provide lender with any material information concerning the transaction or application process, gave materially false or inaccurate information to the lender during the loan application process, or breached any material term of the agreement or loan application), or if the lender's security interest in the Property is otherwise impaired and cannot be restored by the borrower within thirty days of notice of the lender's intent to foreclose or otherwise exercise its rights under the agreement or loan application.

Borrower shall comply with all the provisions of the lease. If Borrower acquires free title to the Property, the Borrower shall continue to pay the rent to the lessee until the lessee has paid the amount due to the Borrower.

Borrower shall merge unless shall render agrees to the merger in writing.

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**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 sums 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.

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FORM 3014 9/90  
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
1SC/CMDTL//0891/3014(0990)-L PAGE 6 OF 8

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 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

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

18. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with its Securitization instrument) may be sold one or more times without prior notice to Borrower. A sale may be effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of reacceleration by Borrower, this Security instrument and the obligee(s) secured hereby shall remain full/ reasonably required to pay the sum secured by this Security instrument shall continue unchanged. Upon reasonable notice to assure that the lien of this Security instrument has been satisfied in the Property and including, but not limited to, reasonable attorney fees; (c) makes such action as Lender may include under this Security instrument and the Note as it no longer needs to accelerate due to any other contingencies or agreements; (d) cures any default in this Security instrument due to Lender's failure to pay all expenses incurred in enforcing this Security instrument, those conditions are that Borrower pays Lender all sums which then would be due under this Security instrument to any power of sale contained in this Security instrument; or (b) entry of a judgment entered 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 to any time prior to (the earlier of: (a) 5 days to have enforcement of this Security instrument discontinued at any time prior to (the earlier of:

18. **Borrower's Right to Reinstate.** If Lender meets certain conditions, Borrower shall have the right to require payment of the Note 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 remedy permitted by this Security instrument without further notice or demand on Borrower.

17. **Transfers; 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 Lender is prohibited by federal law as of the date of this Security instrument to do so unless Lender can be given a copy of the Note and of this Security instrument or the Note is located in which the Property is located. In the event that any provision of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument and the Note are declared to be severable. To this end the provisions of this Security instrument and the Note are declared to be severable.

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 of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument and the Note are given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

14. **Notice.** Any notice to Borrower provided for in this Security instrument shall be given by deliverying 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, and/or 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.

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<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> IHDA Rider	<input type="checkbox"/> Other(s) (specify)
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24. Rider(s) 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 rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

22. Releasee. 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.

NON-UNIFORM COVENANTS. BOTTOWER AND LENDER, UNDER COVENANT AND AGREE AS FOLLOWS:

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

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 action by any governmental or regulatory agency or private party investigating the Substance or Environment of any property owned by Borrower.

Substances that are generally recognized to be apportionable to normal residential uses and to maintain

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LN# 5079616

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

  
TIMOTHY E. RUMANN

(SEAL)  
BORROWER

  
DIANE C. CIHOCKI

(SEAL)  
BORROWER

(SEAL)  
BORROWER

(SEAL)  
BORROWER

(SEAL)  
BORROWER

(SEAL)  
BORROWER

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS

COOK

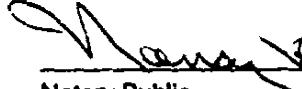
County ss:

I, the undersigned  
hereby certify that  
TIMOTHY E. RUMANN and DIANE C. CIHOCKI, Single/Never Married

personally known to me to be the same person(s) whose name(s) are 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 26<sup>th</sup> day of September, 1994

My commission expires:

  
Notary Public

This instrument was prepared by: Laurie V. Gron

Address: 12 Salt Creek Lane, Suite #106  
Hinsdale, IL 60521

NANCY A. DEMAAR

My Commission Expires 11/25/97

96-750364

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LOT 607 (EXCEPT THE EAST 14 FEET THEREOF) AND THE EAST 21 FEET OF LOT 608 IN FRANK DELUGACH'S BEVERLY HILLCREST SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P/A: 2833      w. 102nd Place Chicago, IL  
PT# 24-12-316-065-0000      60655

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Property of Cook County Clerk's Office

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