

# UNOFFICIAL COPY

36827812

DEPT-01 RECORDING \$33.00  
T#0012 TRAN 2704 10/30/96 10:07:00  
\$9340 + CG \*-96-827912  
COOK COUNTY RECORDER  
0730004234

(Space Above This Line For Recording Data)

7632470

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 22ND, 1996. The mortgagor is DONNA J PECE, AN UNMARRIED PERSON ("Borrower"). This Security Instrument is given to MIDAMERICAN FEDERAL SAVINGS BANK

which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 1308 S. NAPER BLVD., NAPERVILLE, IL 60141 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100

Dollars (U.S. \$ 135,000.00). 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 APRIL 26, 1997. This Security Instrument secures to Lender: (a) the repayment of all 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 4 IN AUGUSTA SMITH'S RESUBDIVISION OF LOT 10 IN THE SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BOX 333-CTI

P.I.N. 16-32-316-004  
which has the address of 3709 RIDGE LAND AVE  
[Street]  
Illinois 60402 [Zip Code] ("Property Address");

BERWYN  
[City]

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**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Landlord under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under this Note; second, to amounts payable under paragraph 2; third, to interest due; forth, 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, Landlord shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Landlord 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.

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.

The Funds shall be held in an institution which is a federal agency, instrumentality, or entity including Lender, if Lender is such an institution) or in any federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower to holding and applying the Funds, unusually amortizing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless otherwise provided otherwise. Unless an agreement is made of applicable law provides otherwise, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower shall give to Borrower, within thirty days after receipt of notice from Lender, a full accounting of the funds received by Lender, showing credits and debits to the Funds and the purpose for which each debit to the Funds, including debts to the Funds and the annual accounting of the funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to marry encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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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**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 the 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, an 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 damages 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 judgement 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,

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Interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in modicallion of amortization of the sums secured by this Security instrument granted by Lender to any lender to pay for payment of principal or

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of time for payment of principal or payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

the Property or to the sums secured by this Security instrument, whether or not then due. unless is given, Lender is authorized to collect and apply the proceeds, at its option, either to restiction or repart of make an award of settle a claim for damages, B.C.-SWER fails to respond to Lender within 30 days after the date the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conditior offers to

this Security instrument whether or not the sums are then due. agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by Lender in the amount of the Property immediately before the taking, unless Borrower is under otherwise than the Property is taken in which 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the amount of a partial taking of the Property immediately before the taking, unless Borrower is under otherwise than the Property is taken in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds

the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise

in which the fair market value of the Property immediately before the taking is equal to or greater than the Property instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property

shall give Borrower notice at the time of prior to an initial each in specifically resounding causes for the inspection. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, a

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, for conveyance in lieu of condemnation, are

9. Inspection. Lender or its agent may make reasonable entries upon and inspectioins of the Property. Lender

shall give Borrower notice at the time of prior to an initial each in specifically resounding causes for the inspection.

8. Mortgage. Lender under this instrument shall pay the premium required to maintain the insurance coverage

applicable law. Premium being paid by Borrower upon the insurance coverage based or based to be in effect, Lender will except, unless and retain these payments as a reserve in lieu of mortgage insurance. Lender reserves payment may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender (andures) provided by an insurer, approved by Lender again becomes available and is obtained. Borrower shall pay the premium required to maintain the insurance coverage in effect, or to provide a loss reserve, until the premiums being paid by Borrower after approval by Lender each month a sum equal to one-twelfth of the yearly mortgage insurance available, Borrower shall pay to Lender after approval by Lender. If subsequently mortgage insurance is not available, Borrower shall pay to Lender the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to the mortgage insurance previously in effect, from an alternative source, the mortgage insurance substantially equivalent to the mortgage insurance previously in effect, pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, for any reason, the mortgage insurance required to maintain the mortgage insurance in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternative source, the mortgage insurance required to maintain the mortgage insurance in effect, it this Security instrument, 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, those amounts shall bear interest from the date of disbursement of the Note rate and shall be payable, with interest, upon notice from Lender to

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender does not have to do so, although Lender may take action under this paragraph 7, Lender does not have to do so.

Property, Lender's actions may include paying any sums accrued by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorney fees and attorney on the Property to make, parts of the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce a right of reagation), the Lender may take action under this paragraph 7, Lender does not have to do so.

Property, the lessor and the fee title shall not merge unless Lender agrees to the merger in writing. is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower agrees free title to the representations concerning Borrower's occupancy of the Property as a principal lessor, it this Security instrument

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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 and 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 either the 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 conforming 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 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) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

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24. Rides to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants 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.

23. Waller of Hemsstead Borrower waives all right of homestead exemption in his property.

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.

21. Acceleration of Breach of Agreement Prior to Borrower's Breach of any covenant or agreement in this Security Instrument (Following Under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to the 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 Property. The notice shall inform the borrower that failure to cure the default may result in judicial proceedings and sale of the Property. The notice shall inform the borrower that failure to cure the default may result in acceleration of the Property. The notice shall inform the borrower that failure to cure the default may result in acceleration of the Property. The notice shall inform the borrower that failure to cure the default may result in acceleration of the Property.

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

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, otherflammable or toxic materials, toxic pesticides and their byproducts, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in 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.

should be made. The notice will also contain any other information required by applicable law.

19. **Sale of Note; Change of Loan Servicer.** The Note or partial interest in the Note (regardless whether the 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 instrument. Finally (known as the "Loan Servicer"), the new servicer will state the name and address of the new servicer and address to which payments should be made. The notice will also contain any other information required by applicable law.

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 resume fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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[Check applicable box(es)]

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:

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

DONNA J PECE

353-30-6449

STATE OF ILLINOIS,

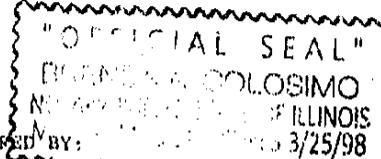
, County ss:  
that DONNA J PECE, AN UNMARRIED PERSON

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

22<sup>nd</sup> day of October, 1996

My Commission Expires:



Notary Public

THIS INSTRUMENT WAS PREPARED BY:

KENNETH KORANDA  
1308 S. NAPER BLVD.  
MAPERVILLE, IL 60540

WHEN RECORDED RETURN TO:

MIDN BRICA FEDERAL SAVINGS BANK  
1308 S. NAPER BLVD.  
MAPERVILLE, IL 60540

278227312

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