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Document Index Number: 13122190510000

Prepared by
Middlebet Kidle & Gianna
2249 Bishop Street
Suite 1600
Dallas, Texas 75201

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75380-9068

0000-0000 RECORDING \$33.50
100-11748-1989 10/30/94 15:38:00
#20073 K.P. *--96-828968
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2025 RELEASE UNDER E.O. 14176

Loan No: 0857435

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Data ID: 436

MORTGAGE

33 50

THIS MORTGAGE ("Security Instrument") is given on the 26th day of June, 1996.

The mortgagor is PANAGIOTA GOUMAS , AN UNMARRIED WOMAN AND ANGELIKI GOUMAS , AN UNMARRIED WOMAN

This Security Instrument is given to USA MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 7234 WEST NORTH AVE. #411, ELMWOOD PARK, IL 60635

Borrower owes Lender the principal sum of **FIFTY-ONE THOUSAND and NO/100----Dollars** (U.S. \$ 51,000.00). 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 **July 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**:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 5350 NORTH WASHTENAW AVENUE,

Illinois

60625
[Zip Code]

[Street]

CHICAGO,

(City)
("Property Address");

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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) conveys in good faith the lien by, or defers an agreement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the creditor from recovering all or part of the amount due on the debt; (c) recycles from the holder of the lien an agreement which is subject to the lien to pay the debt in full to the Lender; (d) takes one or more of the actions set forth above within 15 days of the filing of notice.

4. Charges; Lenses, Borrower shall pay all taxes, assessments, charges, fines and impositions to the Proprietary which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay the obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on the date directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 principal due; second, to any charges due under the Note; third, to interest due; fourth, to principal due and last, to any late charges due under the Note.

the deficiency in the amount payable monthly, shall cause monthly payments, at Lender's sole discretion.

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 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

pay Barronwater any interest or earnings on the Funds. Barronwater and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Barronwater, with due charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

The Funds shall be held in an individual account whose deposits are invested by 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 for holding and applying the Funds, annually analyzing 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 such provider otherwise specifies an aggregate limit to be paid, Lender shall not be required to pay a fee.

With the exception of the first two, all other contracts are subject to arbitration under the rules of the American Arbitration Association.

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 yearly taxes and assessments which may actually priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (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 items are called "Fees" or "Items". Under my, I collect and hold Funds in an amount not to exceed the maximum amount outlined below for Borrower's account under the federal Retail Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless a higher law 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. Funds due on the basis of current and reasonably estimable expenses of future Escrow fees or otherwise in accordance with the terms of the Note.

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

1. THIS AGREEMENT CONCERNING THE PURCHASE OF THE PROPERTY IS MADE AND ENTERED INTO ON THE DATE OF SIGNATURE OF THE PARTIES HERETO, WHICH DATE IS MENTIONED IN THE PREAMBLE.

DOCKS AND WHARFS - GOVERNMENT OF CANADA AND THE PROVINCES - A HISTORY, 1867-1967
THIS SECTION/PART contains highlights of national use and may be omitted by governments which limited

TOGETHER WITH all the other documents now of historical interest on the property, and **in addition**, all fixtures now or heretofore a part of the property. All improvements and additions shall also be covered by this Security and Fixtures Note of the lessee.

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Loan No: 08574313

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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 31 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate 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 lapsed or ceased to be in effect. Lender will accept, 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,

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17. **Confidentiality**: This section of the instrument shall be governed by general law and the law of the jurisdiction in which the property is located. In the event that any provision of this instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Note which can be given effect without the conflicting provision. To this end the provisions of this Note shall prevail over the provisions of this 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 deemed given when delivered to the Borrower at his address stated herein or to any other address Lender designates by notice to Borrower. Any notice given to Lender shall be given by mailing it to Lender's address set forth above or by delivery to Lender's office or place of business. Any notice given to Lender shall be deemed given when delivered to Lender or when given as provided for in this paragraph.

13. **loan charges.**, and that law is usually 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 limits; and (b) any sums already collected shall be reduced by the amount permitted limits will be returned to Borrower. Under 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 which is subject to any prepayment charge under the Note.

12. **Successors and Assignees Board; Joint and Several Liability; Co-signers.** The coverants and agreements of this Security Instrument shall bind and succeed to 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 liability Borrower who signs this Security Instrument and co-signers, and Borrower's heirs, executors, administrators, and successors, shall be liable to Lender and Borrower under this Security Instrument and any other instrument or agreement between them and Lender, notwithstanding any provision to the contrary in any such instrument or agreement.

Chassis Lechner and Borrmann otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

In the type of accident suffered by Bottowever, or it, after notice by Bottowever to Bottowever that the condensate outlet

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or not then due, within 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, less the fair market value of the Property immediately before the taking; (b) the fair market value of the Property immediately before the taking.

10. **Condemnation.** The proceeds of any award of damages, direct or consequential, in connection with any condemnation or taking of any part of the property, or for conveyance in lieu of condemnation, are hereinafter referred to as "damages".

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

ii mortgagor insures coverage (in the amount and for the period that Lender receives) provided by an insurer appointed by Lender against losses due to damage to the property or fixtures caused by fire or other risks specified in the policy.

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Loan No: 08574313

Data ID: 406

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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.

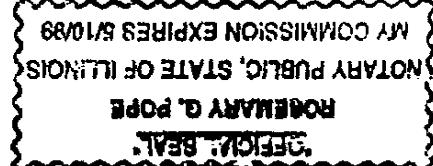
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(page 6 of 6 pages)

Form 3014 9/90

(Printed Name)

ROBERTA G. POPE
NOTARY PUBLIC
State of Illinois
Notary Public



My commission expires:

PANAGIOTA GOUMAS AND ANGELIKI GOUMAS

The foregoing instrument was acknowledged before me this 26 day of October, 1996 by

§
§

County of Cook
State of ILLINOIS

[Space below this line for Acknowledgment]

Borrower
.....
(Seal)

Borrower
.....
(Seal)

ANGELIKI GOUMAS-Borrower
ANGELIKI GOUMAS-Borrower
(Seal)

PANAGIOTA GOUMAS-Borrower
PANAGIOTA GOUMAS-Borrower
(Seal)

and in my name(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Other(s) [Specify]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Grandfathered Payment Rider
- Planned Unit Development Rider
- Bi-weekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider

Instrument. [Check applicable box(es)]

and supplements the covenants and agreements of each such rider shall be incorporated into and shall amend with 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 with 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 with this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

Data ID: 406

Loan No: 08574313

Loan No: 08574313
Borrower: PANAGIOTA GOUVAS

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LEGAL DESCRIPTION

Paste legal description here then photocopy. Attach to the Mortgage and file as one instrument.

THAT PART OF LOTS 19, 20, 21, 22 AND 23, ALL TAKEN AS ONE TRACT DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID TRACT 69.35 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH PARALLEL WITH THE EAST LINE OF TRACT 82.15 FEET TO THE PLACE OF BEGINNING OF THE PARCEL OF THE LAND HEREWITH DESCRIBED; THENCE CONTINUING SOUTH ALONG SAID PARALLEL LINE 25.61 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE SOUTH 17.50 FEET OF SAID TRACT; THENCE EAST ALONG SAID LINE TO A POINT ON THE WEST LINE OF THE EAST 46.00 FEET OF SAID TRACT; THENCE SOUTH ALONG SAID LINE TO A POINT ON THE SOUTH LINE OF TRACT; THENCE EAST TO THE SOUTHEAST CORNER OF TRACT; THENCE NORTH ALONG THE EAST LINE OF TRACT TO A POINT 80.83 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST TO SAID PLACE OF BEGINNING, ALL IN WILLIAM H. BRITIGAN'S MUDLONG WOODS GOLF CLUB ADDITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4C NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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pin 13-12-51-215-000

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COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

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