

UNOFFICIAL COPY

A.J. SMITH FEDERAL SAVINGS BANK
14757 S. CICERO AVENUE
MIDLOTHIAN, IL 60445

96909697

APPL# 001-60823068
ML# 0020760476

Prepared by: LINDA GOUGH .

DEPT-01 RECORDING \$31.00
T#0012 TRAM 3233 12/02/96 13:19:00
\$2905 + DT *-96-909697
COOK COUNTY RECORDER

[Call]

7638927L

MORTGAGE

THIS MORTGAGE ("Security Instrument"), is given on NOVEMBER 26, 1996
JOSEPH R DORFF AND JANICE M DORFF, HIS WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to
A.J. SMITH FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose
address is 14757 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS 60445
("Lender"). Borrower owes Lender the principal sum of
SIXTY FIVE THOUSAND AND NO/100

Dollars (U.S. \$ 65,000.00).

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 DECEMBER 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 2 IN BRISTOL PARK UNIT ONE, A SUBDIVISION OF PART OF THE
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE
NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.I.N. #27-36-102-002

BOX 333-CTI

Parcel ID #:

which has the address of 7996 CHAMPLAIN AVE, TINLEY PARK
Illinois (Zip Code) ("Property Address");

(Street, City).

ILLINOIS Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91
Initials: 
^  BRILLY (seal)



UNOFFICIAL COPY

Form 101a-90

Page 46

of the actions set forth above within 10 days of the giving of notice.

Security Instrument, Lender may give Borrower a notice identifying the Lien or lease or other interest Security Instrument. If Lender determines that any part of the Property is subject to a Lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the Lien. Borrower shall satisfy the Lien or lease or other interest by, or delivers against enforcement of the Lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the paymaster of the obligation secured by the Lien in a manner acceptable to Lender; (b) conveys in good faith the Lien by, or delivers against enforcement of the Lien in, legal proceedings which in the Lender's opinion operate to prevent the Borrows shall promptly discharge any lien which has priority over this Security Instrument unless Borrower is in default to the paymaster.

Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligees in the manner provided in paragraph 2, or if no paid in due manner, Borrower shall pay them on time directly to the which may attach priority over this Security Instrument, and Lender shall pay these amounts paid directly to the

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property until, to the extent due; fourth, to principal due; and last, to any late charges due under the Note.

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

Securities instrument. Upon payment in full of all sums secured by this Security Instrument or sale as a credit sale, the sums secured by this property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit sale, the sums secured by this

held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

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

modally 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

modally payments, the Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender may agree in writing, however, that trustee shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds, and the purpose for which debit to the Funds was

Lender may agree in writing, however, that trustee may so notify Borrower in writing, and, in such case Borrower shall pay fees sufficient to pay the Escrow items within the reasonable time of application of the Funds held by Lender at any time in the

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 within the reasonable time of application of the Funds held by Lender at any time in the

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by

the Escrow items, unless Borrower fails to pay the Funds and applicable law permits Lender to make such a charge.

Items, Lender may also charge Borrower for holding, and applying to the Funds, annually analyzing the escrow account, or verifying

Lender, if Lender is such an institution) or in any residential Home Loan Bank, Lender shall apply the Funds to pay the Escrow

The Funds shall be held in an institution in whose deposit are insured by a federal agency, instrumentality, or entity (including otherwise in accordance with applicable law).

estimates the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or

amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may

extended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law later applies to the Funds sets a lesser

mortgage loan may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as

Lender may, at any time, collect and hold Funds to exceed the maximum amount a lender for a federally related

provisions of paragraph 4, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items,"

any: (e) yearly dues to the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if

or ground rents of the Property, if any; (b) yearly leasehold payments; (a) yearly taxes on the Funds; (f) yearly insurance premiums, if

and assessments which may attach priority over this Security Instrument as a Lien on the Property; (g) yearly leasehold payments

Lender on the day modally payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

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

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

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

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for uniform use and non-uniform covenants with limited

grant and convey the title to the Property to unencumbered, except for encumbrances of record. Borrower warrants and

will defend geocurrently the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

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

fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security Instrument, and

TOGETHER WITH all the improvements now or hereafter effected on the property, and all easements, appurtelements, and

UNOFFICIAL COPY

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to 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*

UNOFFICIAL COPY

06/6-100 110.3
110.3

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Note is declared illegal or unenforceable, the remaining provisions shall remain in full force and effect.

addresses stated herein or any other address Leader designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Leader when given as provided in this paragraph.

16. 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 my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address.

However, if a return reduces principal, the reduction will be treated as a partial prepayment under the Note.

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 as a concession 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 sum 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. In a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charges. Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charges.

secured by this Security Instrument; and (c), agrees that Lender and any other Borrower shall, agree to extend, renew, or make any accommodations which regard to the terms of this Security Instrument or the Note which this Borrower's constuct.

12. Successors and Assigns Bound; Joint and Several Liability; Covenants. 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 signs this Security Agreement is responsible for all obligations of both Borrowers under this instrument.

In interest. Any forfeiture by member in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right of remedy.

11. Borrower Not Released; Forbearance By Order 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 sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower if the originality of the liability of the original Borrower is questioned by reason of any demand made by the original Borrower or Borrower's successors commences proceedings against any successor in interest of Lender 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.

Unless Lessee and Borrower 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.

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 sum security by this Security Instrument, whether or not due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security until such time as the Security is paid off or until the sum is due.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspection. Leader or its agents may make reasonable entries upon and inspections of the Property; Leader shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Performances may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a less expensive, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

UNOFFICIAL COPY

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:

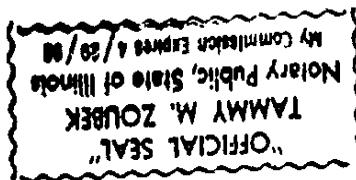
21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the 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.

UNOFFICIAL COPY

Form 3014 9/90

6R(1), 9900, Page 6 of 6

RETURN TO: A.J. SMITH FEDERAL SAVINGS BANK
14757 S. CICERO AVENUE
MIDLOTHIAN, IL 60445



My Commission Expires:

Given under my hand and official seal, this day of November 2014

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

Joseph R. Dorr and Janice H. Dorr

"Notary Public in and for, and county and state do hereby certify that

STATE OF ILLINOIS.

66903637

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Joseph R. Dorr

Borrower
(Seal)

Janice H. Dorr

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in
any rider(s) executed by Borrower and recorded with it.

Witnesses:

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the cover agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
Without changes to Borrower, Borrower waives all right of homestead exemption in the Property.
Check applicable box(es)
- Adjustable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Order(s) [Specify]
 - VA Rider
 - Balloon Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the cover agreements of each such rider shall be incorporated into and shall amend and supplement the cover agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

27. Waiver of Foreclosure. Borrower waives all right of homestead exemption in the Property.