

# UNOFFICIAL COPY

96971534

RECORD AND RETURN TO:  
MIDWEST ONE MORTGAGE SERVICES, INC.  
501 WEST NORTH AVENUE-SUITE 102  
MELROSE PARK, ILLINOIS 60180

Prepared by:  
PEG MERKEL  
MELROSE PARK, IL 60180

DEPT-01 RECORDING \$31.00  
T#0012 TRAN 3500 12/26/96 15:03:00  
#2743 & JM #--96-971534  
COOK COUNTY RECORDER

5557305

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 24, 1996  
EDWARD ROHN, MARRIED TO  
VICKIE M. ONESTI \*\*

("Borrower"). This Security Instrument is given to  
MIDWEST ONE MORTGAGE SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 501 WEST NORTH AVENUE-SUITE 102  
MELROSE PARK, ILLINOIS 60180  
EIGHTY EIGHT THOUSAND AND 00/100

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 88,000.00 ).

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 JANUARY 1, 2027

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:  
THE NORTH 1/2 OF THE SOUTH 2/3 OF LOT 100 IN HILL CREST, BEING A  
SUBDIVISION IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 40 NORTH,  
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

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Xxx  
Xxx  
Parcel ID #: 12-36-210-024

which has the address of 2226 NORTH 74TH COURT, ELMWOOD PARK  
Illinois 60707

(Street, City).

ILLINOIS Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 8/80  
Amended 8/96  
S-80 (11) 1980-81

BOX 333-CTI

3/0  
DPN 1089

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Borrower shall prominently disclose any lien which has priority over this Security Interest unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to enforcement of the lien, or (d) secures a substitution of the lien in, legal proceedings which is satisfactory to Lender's opinion to prevent the defences available against enforcement of the lien in the suit, or (e) secures a satisfaction of the lien in a manner acceptable to Lender.

4. **Chargers; 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 notices of amounts to be paid under this paragraph.

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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender 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, provided the sums secured by this Security Instrument.

Detail to use Funds made. The Funds are pledged as additional security for all sums accrued by this Security instrument.

participated in and interested in the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

**THIS SECURITY INSTRUMENT** combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to ensure maximum security instruments covering real property.

**BORROWER COVENANTS** shall Barrower is lawfully seized of the estate hereby conveyed and has the right to manage,

TOGETHER WITH all the improvements now or hereafter erected on the property. All replacements and additions shall also be covered by this Security fixture now or hereafter a part of the property. All replacement parts and additons shall be covered by this Security fixture. All of the foregoing is referred to in this Security instrument as the "Property".

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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.

**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

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be delivered to the Proprietary Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to the Proprietary Address of any other address Borrower designates by notice to Lender.

15. Payment of Prepayment Charge under the Note.

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 as a partial prepayment without any to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted principal limits will be reduced to the permitted limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to collect in connection with the loan interest or to be collected or 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 interest or to a law which sets maximum loan charges, 13. Loan Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, any accommodation with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument: and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or reduce by this Security Instrument the terms of this Security Instrument: (d) is not personally obligated to pay the sum instrument but does not execute the Note: (e) is co-signing this Security Instrument only to satisfy, grant and convey that instrument but does not execute the Note: (f) is co-signing this Security Instrument jointly and severally with Borrower who co-signs this Security instrument and beneficiaries of Lender and Borrower, subject to the provisions of Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, and to the payment of the principal and interest of the instrument.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The governments and agreements of the exercise of any right or remedy.

Lender is authorized by Borrower in writing, any application of proceeds to principal shall not exceed the amount secured by this Security Instrument or to the time for payment of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount secured by this Security Instrument, whether or not the due.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to make an award of specific 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, either to restoration or repair of the Property or to the sum secured by this Security Instrument.

Unless Lender is authorized by Borrower and Lender in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum secured by this Security Instrument whether or not the sums are due.

If the market value of the Property immediately before the taking is less than the amount of the sum secured 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 sum secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender claim otherwise in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum secured by this Security Instrument in the amount of the sum secured immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument, whether or not 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 sum secured by this Security Instrument, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the sum secured by the Property in the amount of the sum secured by this Security Instrument.

10. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation of or prior to an inspection specifically reasonable cause for the inspection.

Borrower notice or its agent may make reasonable entries upon and inspectious of the Property. Lender shall give him notice in accordance with any written agreement between Borrower and Lender or applicable law.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument, whether or not 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 sum secured by this Security Instrument, unless Borrower and Lender otherwise agree in writing, the sum secured by the Property in the amount of the sum secured by this Security Instrument.

11. Borrower Note Released; Forgiveness of Note. Extinction of the note or mortgage or memorandum of

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**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 attorney 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

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Page 6 of 6

Form 3014 8/80

NY Commission on Ethics 12/9/93  
NYS Ethics Commission  
Linda C. Lepke  
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My Commission Expenses:

Given under my hand and official seal, this 12 day of December 1996, H/S/HER free and voluntary act, for the uses and purposes herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
, personally known to me to be the same person(s) whose name(s)

EDWARD RONN MARRIED TO VICKIE M. ONESTI.

, a Notary Public in and for said County and state do hereby certify  
County of Cook

I, the undersigned, do

VICKIE M. ONESTI  
Borrower  
(Seal)

Borrower  
(Seal)

VICKIE M. ONESTI  
EDWARD RONN/MARRIED TO  
Borrower  
(Seal)

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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and  
supplement the conventions and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
Check applicable boxes:  
 Adjustable Rate Rider  
 Graduated Payment Rider  
 Condominium Rider  
 Planed Unit Development Rider  
 Race Improvement Rider  
 Biweekly Payment Rider  
 Second Home Rider  
 Other(s) [Specify]  
 VA Rider  
 Balloon Rider  
 Graduate Payment Rider  
 Family Rider  
 Second Home Rider  
 Biweekly Payment Rider  
 Race Improvement Rider  
 Condominium Rider  
 Planed Unit Development Rider  
 Race Improvement Rider  
 Second Home Rider  
 Other(s) [Specify]

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.  
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. Lending, but not limited to, reasonable attorney fees and costs of title evidence.  
Proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums  
non-excessive of a default of any other debt due Borrower to accelerate and record, if the default is not cured on  
or before the date specified after acceleration and the right to assert in the notice may result in acceleration of the  
loan. Borrower of the right to reinstate after acceleration by judicial proceeding or otherwise. The notice shall further  
secure by this Security Instrument, forfeiture by judgment and sale of the Property. The notice shall further  
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the  
(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  
(b) the action required to cure the default;

Applicable law provides otherwise). The notice shall specify: (a) the date of default;

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