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DEPT-11 TORRENS \$31.50
F00013 TRAN 4189 03/13/96 15423100
60090 : TB *-96-193525
COOK COUNTY RECORDER

Prepared by: ALVIN SALGADO
RECORD AND RETURN TO:
NORWEST FINANCIAL MORTGAGE
3601 MINNESOTA DRIVE, SUITE 200
BLOOMINGTON, MN 55435

MORTGAGE

Loan No. 3407651

THIS MORTGAGE ("Security Instrument") is given on March 4, 1996
ROBERT N. COOPER, A BACHELOR

The mortgagor is

(*Borrower"). This Security Instrument is given to
LAMB FINANCIAL CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 6815 N. LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS 60646
(*Lender"). Borrower owes Lender the principal sum of
Fifty Five Thousand and no/100-----

Dollars (U.S. \$ 55,000.00).

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 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 BLOCK 5 IN DUNHURST SUBDIVISION, UNIT NO. 2, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 17, 1955, AS DOCUMENT NUMBER 1602023, IN COOK COUNTY, ILLINOIS.

PIN 03-10-206-015
which has the address of

Illinois 60090
ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90
Amended 6/81

135 GEORGE
(Zip Code) ("Property Address");

WHEELING

(Street, City)

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If someone makes these payments already, however, it might be harder to receive evidence of the payment.

4. Changes: Lender Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property to the person named below. Borrower shall pay monthly rent to Lender at the rates or amounts so to be paid under the paragraphs.

Third, to increase the control of practical due; and last, to set the changes down under the Name.

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

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

line is not sufficient to pay the tax when due, Lender may to 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 months after payment, as Lender's sole discretion.

If the Funds held by Lender exceed the amount permitted to be held as 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

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, lesser or equal to Borrower's without change, as annual accruing of the Funds, showing credits and debits to the Funds and the purpose for which each applies to the Funds was made. The Funds are pledged as additional security for all sums received by the Security Instrument.

useful by Leader in connection with this loan, unless upon the loan provider's otherwise. Unless an otherwise is made or applicable law requires payment to be paid, Leader shall not be required to pay Borrower any interest or earnings on the funds.

Because of them, leaders may not charge Borowers for holding and applying to do funds, necessarily justify using the昭昭 account, or possibly the昭昭 account, under Leader pays Borowers interest on the昭昭 and application fees.

The Funds shall be held in an account or whose deposits are insured by a Federal agency, instrumentality, or entity (including Lenders, if Lender is such as to qualify for insurance) or in any Federal Home Loan Bank. Lenders shall apply the Funds to pay the

Leaders may estimate the amount of funds due on the basis of current data and reasonably estimate expenditures of future needs or anticipate in accordance with applicable law.

1974 is intended to give the Federal Real Estate Settlement Procedures Act of 1974 a more effective way to carry out its purpose.

If any sum is 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 "Factor's Items".

and accessements which may attain priority over this Security Lien in the event of a lien on the Property; (b) yearly leasehold payments

principled or and tax-exempt on the debt evidenced by the Note and any preparation and sale charges due under the Note.

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

and will defend vigorously the title to the Property against all claims and demands, and agrees to pay indemnification of record.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or heretofore 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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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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56. Notices. Any notice to Rototower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietor Address or any other address Rototower designates by notice to Lessor. Any notice to Lessor shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a rate which exceeds the maximum loan charges, and that rate is readily susceptible to beat the interest of other loan charges offered 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 loan charged the permitted limits; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to the permitted limits; and (c) any sums already collected from Borrower which exceeded permitted limits will be retained by Lender only those to make up the difference between the rate paid by Borrower and the rate which would have been paid if the loan had been made under the Note at the date of making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any penalties. 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 penalties.

12. Successors and Assignees Board; Joint and Several Liability; Co-signers. The consequences and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 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 satisfy the original Note; (b) is not entitled to receive any interest under the terms of this Security Instrument; (c) agrees that his or her power may be given to extend, modify, forfeit or cancel by this Security Instrument; and (d) agrees that his or her power may be given to pay the sums borrowed, or any accumulation thereof, with regard to the terms of this Note without the form of a waiver.

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or reduce any amount of unpaid interest, whether or not accrued.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium officer to make an award of 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. In its option, either to realization of right of the Property or to the sum

be applied to the same secured by the Security instrument whether or not the sums are then due.

In the event of a formal taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not, and the, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument, together with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument, together 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 less than the amount of the sums secured before the

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

9. Inspection: Inspectors or the personnel may make reasonable inquiries upon reasonable cause for the inspection.

insurance cases in accordance with any written agreement between Bortnowski and Landor under or applicable law.

obtain coverage subsequently equitably in accordance with the terms of 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 ultimate mortgage insurer approved by Lender. If subsequent to Borrower's payment of the mortgage insurance premium, Lender ceases to provide coverage for the same reason as the original coverage, Lender shall pay Borrower the amount of the premium paid by Borrower plus interest thereon at the rate of 12% per annum until such time as Lender provides coverage for the same reason as the original coverage.

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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 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

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translatory known to me to be the same for (a) whose name(s)
by period, and now addressed that
and voluntary act, for the use and property thereof.
day of March 1996

My Communication Expectations:

Given under my hand and official seal, this 4th
of April and delivered to the said instrument as
evidence and record.

• Notary Publics in and for said County and State do hereby certify

Recoverer _____ Of _____
(See) _____

(yes)

BOLWER
(195)

1040135
(Scal)

THE KING OF ROCK & ROLL

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

| | | | | | |
|--|---|---|---|---|--|
| <input type="checkbox"/> Admissible Rider | <input type="checkbox"/> Conditional Rider | <input type="checkbox"/> Qualified Rider | <input type="checkbox"/> Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Conditional Rider | <input type="checkbox"/> Qualified Rider | <input type="checkbox"/> Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Qualified Rider | <input type="checkbox"/> Qualified Rider | <input type="checkbox"/> Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Biannual Payment Rider | <input type="checkbox"/> Conditional Rider | <input type="checkbox"/> Qualified Rider | <input type="checkbox"/> Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Biannual Rider | <input type="checkbox"/> Conditional Rider | <input type="checkbox"/> Qualified Rider | <input type="checkbox"/> Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> VA Rider |

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

22. WHETHER or NOT he is entitled, notwithstanding wages all right of notice and demand to sue for pay.

without charge to Borrower. Borrower shall pay any coordination costs.

22. **Blender.** Upon payment of all sums secured by this security instrument, lender will release this security instrument.

31. Accordingly, had not mankind so, reasonable pretensions, less and less of the gathering.

Processes: Under sea ice, processes limited by the availability of light provide the primary energy source.

selected by the Society International.

or before the date specified in the notice, consider, at his option, every measure reasonable payment in full of the sum.

non-derivative of a derivative or any other derivative of motion with respect to acceleration and deceleration. The derivative is not used on

internal bottlenecks of the right to redistribute after reclassification and the right to assert in the corrective proceedings the

secured by the Security Instrument, preferable by judicial proceeding and sale of the property. The modes shall further

(d) *class failure* to carry the definition on or before the date specified in the notice may result in cancellation of the share

(c) a doctor, doctor's fees, more than 30 days from the date the notice is given to the provider, by which time the default must be cured; and

The model also specifies: (a) the default law provides other incentives; (b) the second required to cure the defect;