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96229577

BOX 251

RECORD AND RETURN TO:
SOUTH END SAVINGS, s.b.

18200 SOUTH HALSTED STREET
HOMEWOOD, ILLINOIS 60430

DEPT-01 RECORDING \$31.00
T#0012 TRAN 9795 03/26/96 12:58:00
\$8017 + ER **-96-229577
COOK COUNTY RECORDER

Prepared by:
ANDREW LINDSTROM
HOMEWOOD, IL 60430

3798-20

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 20, 1996
THOMAS E. BURKE
AND CHRISTINE BURKE, HUSBAND AND WIFE

("Borrower"). This Security instrument is given to
SOUTH END SAVINGS, s.b.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 18200 SOUTH HALSTED STREET
HOMEWOOD, ILLINOIS 60430
("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED ONE THOUSAND SIX HUNDRED AND 00/100

Dollars (U.S. \$ 101,600.00).

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, 2026.
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 33 IN BLOCK 9 IN SOUTHGATE, BEING A SUBDIVISION OF PART OF THE
SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE
14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

32-06-213-019-0000

which has the address of 18514 HIGHLAND AVENUE, HOMEWOOD
Illinois 60430

Street, City .

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/91

VMP -6H(IL) 19408

Amended 5/91

VMP MORTGAGE FORMS - (800)621-7291

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Initials: CBJS

DPS 1089

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Form 3014 9/90 Initials:

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Form 3014 9/90 Initials:

Borrower shall pay to Lender any sum which may accrue under this instrument. If Lender determines that any part of the Property is subject to a lien which may accrue over this instrument, if Lender determines that any part of the lien or (e) securities from the holder of the lien and agrees to pay to Lender attorney fees to prevent the Lender from foreclosing on the lien, or defends against enforcement of the lien in, legal proceedings; which in the Lender's opinion operates to prevent the Lender from foreclosing on the lien by, or defends against action brought by the Lender in a manner acceptable to Lender; (b) contestants in good faith the Lender's writing to the payment of the obligation secured by the lien in the manner acceptable to Lender; (c) agrees to pay to the Lender attorney fees to the Lender in the amount of the payment of the obligation secured by the lien which has priority over this Security Instrument unless Borrower; (d) agrees to pay to the Lender attorney fees to the Lender in the amount of the payment of the obligation secured by the lien which has priority over this Security Instrument unless Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay third, to interest due; fourth, to principal due; and last, to any late charges due under this Note.

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Funds held by Lender, if, under paragraph 2, 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 sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any relative monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time to not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender in any

of the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

deficit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be liable to pay Borrower any interest or earnings on the Funds, except by Lender in connection with this loan, unless applicable law provides otherwise. Unless an independent real estate tax reporting service is used by Lender, however, Lender may require Borrower to pay one-time charges for an independent real estate tax reporting service a charge. However, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such reporting the Escrow items. Lender may not charge Borrower for holding and applying the Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender is such an institution or in any Federal Home Loan Bank. Lender shall pay the Funds to pay the Escrow items or otherwise in accordance with applicable law.

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Lender is a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan may apply, equine for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of insurance premiums, if any, and (c) any sums payable by Borrower to Lender, in accordance with if any); (e) yearly insurance premiums, if any); and (f) any sums payable by Borrower to Lender to pay the Escrow items.

and assessments which may attach over this Security Instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any); (c) yearly hazard of property insurance premiums; (d) yearly flood insurance premiums, or (e) yearly insurance premiums, if any); and (f) any sums payable by Borrower to Lender to pay the Escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender of and interest on the debt evidenced by the Note and any prepayments 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:

Vacations by jointure to constitute a uniform security instrument covering real property.

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

and will defend generally 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,

fixtures and convey the Property to the holder of the instrument, except for encumbrances of record. Borrower warrants

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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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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Date 10/01

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WB-ER (IL) 19408

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 directed to the Property Address if any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it.

Prepayment charge under the Note.

15. 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 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 below the permitted limits; (b) any such loan charge shall be reduced by the amount necessary to reduce the charge below the permitted limits; and (c) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any fee.

Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any fee.

16. Security Instruments. If the terms of this Security Instrument or the Note without the Lender's consent, make any accommodations with regard to the terms of this Security Instrument or the Note without the Lender's consent.

17. Security Instruments. (a) If the original Borrower and any other Borrower may agree to extend, modify, forgive or

severed by this Security Instrument; and (b) is not personal liability obligated to pay the sum

Borrower's interest in the Property under the terms of this Security Instrument; (c) is not personal liability obligated to pay the sum

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to protect, guard and convey that

paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

Instrument of any right or remedy.

13. Successors in Interest. Any recipient by Lender in exercising any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's immediate predecessor any successor in interest or cause to extend time for payment or otherwise modify amortization not operate the liability of the original Borrower shall not be required to Lender shall not be liable for monthly payment of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

14. Borrower Note Released; Forfeiture By Lender. A Lender, Extent of the time for payment or modification

postpone the due date of the monthly payments referred to in paragraph 1 and 2 of change the amount of such payments.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

secured by this Security Instrument, whether or not later due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

awarded or settle a claim for damages, or it, after notice by Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or it, after notice by Lender that the condominium offers to make an

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

15. Security Instruments. Borrower and Lender otherwise agrees in writing or unless applicable law otherwise provides, the proceeds shall

taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

amount of the proceeds multiplied by the following fraction: (a) the total

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a)

market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

whether or not due, with any access paid to Borrower, in the event of a partial taking of the Property in which the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

16. Condemnation. The proceeds of any award of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, in connection with any

17. Borrower notice in the time of or prior to an inspection specifies reasonable cause for the inspection.

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

insurance ends in recordable with any written agreement insurance in effect, or to provide a loss reserve, until the requirement for mortgagee

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgagor

that; Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay

plus means may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

be in effect, Lender will accept, use and retain those premium being paid by Borrower in lieu of mortgage insurance coverage, less reserve

one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to

satisfactorily fulfill mortgagor insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

last to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insured by Lender. If

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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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My Commission Expiration Date	3/14/90	DPS 1994	Page 6 of 8	RECORDED
NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS	NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS	NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS	NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS	NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS
My COMMISSION EXPIRATION DATE 3/14/90				

Given under my hand and official seal, this
day of July, 1990.

Thomas E. Burke

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally know to me to be the same person(s) whose name(s)
is/are subscribed to the said instrument, affixed their signatures thereto set forth.

THOMAS E. BURKE AND CHRISTINE BURKE, HUSBAND AND WIFE

Counties ss:

a Notary Public in and for said county and state do hereby certify

State of Illinois, Cook County

-Borrower
(Seal)

-Borrower
(Seal)

CHRISTINE BURKE
Christine Burke
(Seal)

-Borrower
Thomas E. Burke
(Seal)

Witnesses:
In my (their) executed by Borrower and recorded with it.

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

24. Riders to 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 and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- (Check applicable boxes)
- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [Specify] | | |

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

Within three (3) years of all sums secured by this Security Instrument, Lender shall release this Security Instrument, provided that the notice is limited to reasonable attorney fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower, but not limited to, reasonable attorney fees and costs of title evidence.

21. Remedying. 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 in full at all sums before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existent or a deficit or any other deficiency of Borrower to accelerate and foreclose if the default is not cured within thirty (30) days from the date specified in the notice. The notice shall further inform Borrower of the right to remanifest after acceleration and the right to assert in the foreclosure proceeding the rights by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further serve the notice to cure the default on or before the date specified in the notice may result in acceleration of the sums (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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DEPT-01 RECORDING \$39.00
T#0012 TRAN 9796 03/26/96 13:00:00
#8018 # ER *-96-229578
COOK COUNTY RECORDER

9611361L/9609251M/12

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960209251

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 19TH, 1996
MARK E THOMPSON and VIRGINIA G THOMPSON, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to PRISM MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 350 W. HUBBARD ST., SUITE 242, CHICAGO, IL 60610
("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED TEN THOUSAND AND NO/100

Dollars (U.S. \$ 210,000.00).

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, 2026. 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 13 (EXCEPT THE WEST 29.64 FEET AS MEASURES ON THE NORTH LINE OF SAID LOT 12 AND EXCEPT FROM SAID LOT 12 THAT PART THEREOF TAKEN FOR RAILROAD PURPOSES BY THE NORTH WEST ELEVATED RAILROAD DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF SAID LOT, 41 FEET WEST OF THE WEST LINE OF NORTH MARKET STREET; THENCE WEST 61.2 FEET; THENCE NORTH 22 FEET; THENCE IN A SOUTHEASTERLY DIRECTION TO THE POINT OF BEGINNING, NOW ORLEANS STREET) IN OGDEN'S SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125 AND ALL OF LOTS 123, 124, 127, 128, 129, 130, 131, 132, 133, 134 AND 137, IN BRONSON'S ADDITION IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This instrument does not affect to whom the tax bill is to be mailed and therefore no Tax Billing Information Form is required to be recorded with this instrument.

P.I.N. 17 04 200 073 0000 this instrument.

which has the address of 1540 N ORLEANS STREET
[Street]

CHICAGO
[City]

Illinois 60610

[Zip Code] ("Property Address");

BOX 333-CTI

UNOFFICIAL COPY

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3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied, first, to any 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 at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. It the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may do justify Borrower in holding, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Funds are pledged as additional security for all sums secured by this Security Instrument. Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The funds held by Lender shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the interest paid to the Funds. Borrower and Lender may agree in writing, however, to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree to be paid, Lender shall not be entitled to receive otherwise. Unless an agreement is made or applicable law permits this loan, unless applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applying the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing including Lender, if Lender is such an institution) or in any federal Home Loan Bank, Lender shall apply the Funds including Lender in an institution whose deposits are insured by a federal agency, instrumentality, or entity

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

the amount of Funds due on the basis of current debt and reasonable estimates of expenditures of future Escrow items, or another law that applies to the lesser amount. Lender may settle a lesser amount, if so. U.S.C. Section 2601 et seq. (RESPA), unless another law that applies to the Funds sets a lesser amount. 12 escrow account under the maximum amount a lender for federally related mortgage loans may require from time to time, amout not to exceed the maximum amount a lender for federally related mortgage loans may require from time to time, insurance premiums. These terms are called "Escrow Items". Lender may, in lieu of the payment of mortgage payable by Borrower to Lender, (i) accreditance with the provisions of paragraph 6, (ii) any sums yearly leasehold payments or ground rents on the Property, (iii) yearly mortgage insurance premiums; (iv) yearly taxes and assessments which may attach prior to this Security Instrument as a lien on the Funds); (v) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for pay to Lender to apply monthly payments over the Property, (vi) any sums due the principal 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 principal of and interest on 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 covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

Covered by this Security Instrument, and grants now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

RECORD. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.