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RECORD AND RETURN TO:
BANK OF NORTHERN ILLINOIS, N.A.

1313 NORTH DELANY ROAD
GURNEE, ILLINOIS 60031

Prepared by
SHEARI TURRES
GURNEE, IL 60031

96233280

DEPT-01 RECORDING \$33.50
T#00111 TRAN 0943 03/27/96 15:36:00
#7860 + RV *-96-233280
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 5, 1996
KENNETH M. KELLY
AND ERIN M. KELLY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
BANK OF NORTHERN ILLINOIS, N.A.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1313 NORTH DELANY ROAD GURNEE, ILLINOIS 60031 (Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY FOUR THOUSAND AND 00/100

Dollars (U.S. \$ 144,000.00).

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:

SEE ATTACHED LEGAL DESCRIPTION.

**ATTORNEYS' NATIONAL
TITLE NETWORK**

13-05-311-003

which has the address of 5855 NORTH MOBILE, CHICAGO
Illinois 60646

Street, City,

Zip Code ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91

GRILL 1040B

VMP MORTGAGE FORMS - (800)621-7281

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Initials E/H/ KMK

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(c) Borrower shall payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. Charges: Lites, Borrower shall pay all taxes, assessments, charges, fines and impositions distributable to the Property.

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

3. Application of Pyramids. 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;

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 sums secured by

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by the applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount necessary to make up the deficiency is not sufficient to pay the Escrow, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than three months when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than three months when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency.

whichever charge, an annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each portion of such account may agree to the Fund.

used by Leander in connection with his loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Leander shall not be liable to pay Borrower any interest or premiums on the Funds. Borrower and Leander may agree in writing, however, that either or both of them shall be paid on the Funds. Leander shall give to Borrower, unless an agreement is made otherwise, all premiums on the Funds.

verifying the Escrow items, unless Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service as a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service such

(including Leenders), if Leender is such an individual or in any eventario that he does not charge Donsower for holding and applying the escrow account, or Escrow Items, Leender may not charge Donsower for holding and applying the Funds, annually, usually July 1st being the escrow account, or

Section 101. Funds shall be held in an escrow account by a federal agency, instrumentality, or entity whose deposits are insured by a federal agency, instrumentality, or entity

Under normal circumstances the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds settles a lesser amount; if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

Lenders may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's account under the General Estate Settlement Procedures Act of

the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." If any: (e) year by year sums payable by borrower to lender, in accordance with

and assessments which may retain property over this security instrument as a lien on the property; (d) yearly leasehold premium;

2. **Funds for taxes and interest**—Sufficient to provide for all taxes and interest due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

Principals 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 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.

Grant and convey the Property and that the Property is unencumbered, except for encumbrances set record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS The Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, lease or otherwise dispose of the same.

TOGETHER WITH all the improvements now or hereafter erected on the property; and all fixtures now or hereafter erected a part of the property. All repagreements and additions shall also be covered by this Security.

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3. The land referred to in this commitment is described as follows:
LOT 197 IN WILLIAM ZELOSKY'S ROSEDALE MANOR, BEING A SUBDIVISION OF THE
NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

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Property of Cook County Clerk's Office

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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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1a. Notices. Any notice to Software provided for in this Section will be given by delivery in or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address in by email address Rotowear designates by notice to Leader. Any notice to Leader shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets a maximum loan charge, 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 loan exceeded the permitted limits, and (b) any sums already collected from Borrower which exceeded permitted limits will be repaid 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 power. 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 power.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this security instrument shall bind and benefit the successors of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this security instrument shall be liable to Lender and Borrower, subject to the terms of this security instrument.

11. Borrower Not Responsible for Delays by Lender - No Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument, granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of Borrower shall not release the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or shorten by this Security Instrument, whether or not it is due.

13. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or shorten by this Security Instrument, whether or not it is due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums 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 future 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property 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 Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

19. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of any part of the property, or for convenience in the use of condemned land

9. **Lapse of time.** Leander or his agent may make reasonable entries upon and inspect the premises of the Property. Leander shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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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

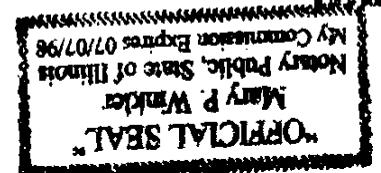
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Form 3014 9/90



MARY P. WALKER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/07/98
Given under my hand and official seal, this 5 day of JULY 1996.
Signed and delivered the said instrument as THREE
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same person(s) whose name(s)
are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same person(s) whose name(s)

KENNETH M. KELLY AND ERIN M. KELLY, HUSBAND AND WIFE

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS
County ss:

-Borrower
(Seal) -Borrower
(Seal)

-Borrower
(Seal) -Borrower
(Seal)

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

- 2A. 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 this Security Instrument as if the rider(s) were a part of this Security Instrument.
- [Check applicable box(es)]
- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Bahoon Rider |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Other(s) [Specify] |

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recording costs.

22. Rider. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
21. Injudging, 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-default or any other deficiency of Borrower to accelerate, if the default is not cured on the date specified in the
notice or before the date specified by judicial proceeding and the right to assess in the foreclosure proceeding the
sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further
(d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
inform Borrower of the right to reinstate after acceleration and the right to assess in the foreclosure proceeding the
sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further
(c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further
(b) the action required to cure the default;
- applicable law provides otherwise). The notice shall specify: (a) the default; and