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DEPT-01 RECORDING \$31.00
T#0011 TRAN 1509 05/13/96 11:04:00
\$9039 + RV *-96-360004
COOK COUNTY RECORDER

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MORTGAGE

3/03

THIS MORTGAGE ("Security Instrument") is given on **APRIL 12TH, 1996**
The mortgagor is **WALTER J. MC KIBBIN AND JANICE L. MC KIBBIN, HIS WIFE,**

COMMUNITY SAVINGS BANK ("Borrower"). This Security Instrument is given to
which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is

4801 W. BELMONT AVENUE - CHICAGO, ILLINOIS 60641 ("Lender"). Borrower owes Lender the principal sum of

FIFTEEN THOUSAND AND 00/100

Dollars (U.S. \$ **15,000.00**). 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

MAY 1ST, 2001. 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:

**LOTS THIRTEEN (13) AND FOURTEEN (14) IN BLOCK TWELVE (12) IN ARLINGTON HEIGHTS
PARK MANOR, BEING A SUBDIVISION OF THE EAST HALF (E-1/2) OF THE SOUTHEAST QUARTER (SE-1/4)
OF SECTION THIRTY-TWO (32) AND ALSO THE EAST HALF (E-1/2) OF THE NORTHEAST QUARTER (NE-1/4)
(LYING SOUTH OF THE CHICAGO AND NORTH WESTERN RAILROAD, FORMERLY THE ILLINOIS AND WISCONSIN
RAILROAD COMPANY) OF SECTION THIRTY-TWO (32), ALL IN TOWNSHIP FORTY-TWO (42) NORTH, RANGE
ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED
APRIL 29, 1926, AS DOCUMENT 9,257,733, IN COOK COUNTY, ILLINOIS;**

PERMANENT INDEX NUMBER: **03-32-406-012; LOT 13 AND
03-32-406-011; LOT 14**

96360004

which has the address of **1100 E. ROCKWELL STREET** **ARLINGTON HEIGHTS**
(Street) **(City)**
Illinois **60005** ("Property Address");
(Zip Code)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
(ITEM 1876 (9408))

(Page 1 of 6 pages)

Form 3014 9/90

GREATLAND
To Order Call: 1-800-530-4093 □ Fax 610-791-1131



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(Signed Q. for C. and B.)

3. 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

Borrower shall promptly discharge any lien which this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the sale of the property over this Security instrument within 10 days of the date of notice.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied first to any prepayment due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Section 10(e) of the Sarbanes-Oxley Act of 2002, as amended, requires that we furnish the audited financial statements of our subsidiary, BoraPower, to the SEC on Form 10-K.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security instrument.

The Funds shall be held in an institution whose deposits are insured by a federal agency, or entity (including Lenders, if Lender is such a corporation) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay account, or verifying the facts, however, Lender may require Borrower to pay a one-time charge for an independent legal opinion which covers the terms, unless a applicable statute permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent legal opinion which covers the terms, unless a applicable statute permits Lender to make such a charge. Unless a applicable statute provides otherwise, unless the Lender is a reporting service used by Lender in connection with this loan, unless a applicable law prohibits the Lender from charging a fee, Borrower shall pay a fee, provided that the Lender is not entitled to receive compensation for services rendered in connection with the preparation of the documents required to close the transaction, unless a applicable statute permits the Lender to receive compensation for services rendered in connection with the preparation of the documents required to close the transaction.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly leasehold premiums or unpaid rents on the Property, if any; (c) yearly storage insurance premiums; (d) yearly flood insurance premiums; (e) yearly property insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 1, in lieu of the payment of mortgage insurance premiums. These items are called "Fees or Items". Lender may, at any time, collect and hold Funds in an account and to exceed the amount of money received from time to time to Lender.

1. Payment of Freight and demurrage; Prepayment, 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.

THIS SECURITY INSTRUMENT constitutes uniform covenants for naked use and non-possessory covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

TOGETHER WITH all the improvements now or hereafter effected on the property, and all easements, appurteanances 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".

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to remonstrate against any instrument document disclaimed at any time prior to the earlier of (a) 5 days (or such other period as

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 Lender gives notice to pay all sums due under this Note. If Borrower fails to pay all sums due under this Note within the period specified in the notice, Lender may invoke any remedies permitted by this Section without further notice or demand on Borrower.

16. Borrower's Copy: Borrower shall be given one combination 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 for its benefit, the Lender may, at his option, require immediate payment in full of all sums secured by the Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or without Lender's prior written consent. Lender may, at his option, require immediate payment in full of all sums secured by the Security instrument.

declarer to be severable.

13. **Loan Charges.** If the loan secured by this Security Interest is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other fees, charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge which is reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be repaid to Borrower. Lender may choose to make this reduction 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 prepayment charge under the Note.

11. Borrower Not Lender Not a Waller. Extension of the time for payment of such payments.

unless Lender or Borrower otherwise agree in writing, by application of proceeds of any insurance held by Lender or Borrower or by the mode of payment referred to in paragraph 1 and 2 or changing the amount of such payments.

If the property is damaged by banditry, or in, any other cause than an award or a claim for damages, Barrister shall be entitled to render within 30 days after the date the notice is given under is authority to collect and apply the proceeds, in its option, either to restoration or repair of the property or to the sums secured by the security instrument, whether or not then due.

securities himmedictly 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.

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 then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the Property in which the fair market value of the Property immediately before the taking is less than the sum the amount of the sum paid to Borrower. In the event of a partial taking of the Property immediately before the taking is less than the amount of the sum paid to Borrower. In the event of a partial taking of the Property immediately before the taking is less than the amount of the sum paid to Borrower.

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

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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(Page 6 of 6 pages)

100 BOX

ARTHAU NEVADA, Attorney
4801 W. Rockaway Av.
Chicago, Illinois 60641
This instrument prepared under
the supervision of

This instrument was prepared by

CHICAGO, IL 60641
4801 W. BELMONT AVENUE

COMMUNITY SAVINGS BANK
My Commission expires

LOAN NO. 1790-4.6

LAW OFFICES OF

Notary Public

ELIZABETH BIS-SLOWIK
Notary Public, State of Illinois
My Commission Expires 3/11/2000
"OFFICIAL SEAL"

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS

12TH

DAY OF APRIL, 1996

forth.

and delivered to the foregoing instrument, appears before me this day in person, and acknowledged that **THEIR** signed
subscribed to the foregoing instrument, to me to be the same person(s) whose name(s) ARE
personally known to me to be the uses and purposes herein set forth.

MALTER J. MC KIBBIN AND JANICE L. MC KIBBIN, HIS WIFE,

a Notary Public in and for said county and state,

do hereby certify that

STATE OF ILLINOIS, COOK

County ss:

Borrower _____
(Seal)

Borrower _____
(Seal)

MALTER J. MC KIBBIN
JANICE L. MC KIBBIN
Borrower _____
(Seal)

XXXXXX

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

[Check applicable box(es)] Other(s) [Specify]

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Grandfathered Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider

[Check applicable box(es)]

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.

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