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DEPT-01 RECORDING

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- . \$7890 \$ KP #-97-402690
- COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Sec pity Instrument") is given on MAY 28, 1997
The mortgagor is ROBERT M. DETERSON and JOANNE PETERSON, HUSBAND AND WIFE

31 in

("Borrower"). This Security Instrument is given to

FIRST NATIONAL BANK OF EVERGAZEN PARK
which is organized and existing under the laws of THE UNITED STATES OF AMERICA
4900 W. 95TH STREET, OAK LAWN, 11, 60453

, and whose address is

County, Illinois:

THE WEST HALF OF LOT 31, TOGETHER WITH THE NORTH HALF OF THE VACATED ALLEY LYING SOUTH CF AND ADJOINING SAID WEST HALF OF LOT 31 ACCORDING TO THE ORDINANCE VACATING SAID ALLEY RECORDED AS DOCUMENT 25784555 IN C. N. LOUCH'S ADDITION TO OAK LAWN GARDENS, BEING A SUBDIVISION IN THE EAST HALF OF THE EAST HALF OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1938 AS DOCUMENT 12238528, IN COOK COUNTY, ILLINOIS.

24-04-406-007-0000

3740269

which has the address of

4849 WEST 91ST PLACE

OAK LAWN

Illinois

60453 [Zip Code] ("Property Address");

ILLINOIS - Single Family - Famile Mac/Freddie Mar UNIFORM INSTRUMENT

ITEM 1876L1 (6408)

Decid 0000001124

(Page 1 of 6 pages)

Great Lobus Section, Jack 9 3070
Great Lobus Sections, Inc. 8
To Order Coll. 1-005-S10-S00 (I Fox 616-701-15)
ACCT# 400122135

BOX 169

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easement, appurentations, and futures 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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

morgage, grant and convey the Property and that the Property is unencombered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any escumbrances of second.

THIS SECURITY INSTRUMENT combines uniform coverages for sational use and non-uniform coverages with

mited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Preparent of Principal and Interest; Propagatest and Late Charges. Borrower shall promptly pay when the principal of and interest on the debt evidenced by the Note and any propagatest and late charges due under the Note.

2. Funds for Texas and Impreser. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly wases and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rems on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood managed premiums. If any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Leader, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called Eucory arens. Leader may, at any time, collect and hold Funds in an amount not to exceed the maximum tender for a leader mount a lender for a leastly related mortgage loss may require for Borrower's eactor account under the federal Real Estate Settlement Procedures Am of 1974 as amended from time to time, 12 U.S.C. \$2601 et seq. ("RESPA"), unless another law that applies to the Funds (ex. a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leasts amount. Lender my estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Itam; or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or excity (including Lender, if Lender is such an ilusticality) or in any Federal Home Loan Bank. Lender shall apply the Funds to 900 the Escrow heres. Lender may not charge formover for holding and applying the Funds, annually snalyzing the escrow account, or verifying the Eacrow Beens, unless Leider pays Borrower interest on the Funds and applicable law permits Leader to make such a charge. However, Leader ray require Borrower to pay a one-time charge for an independent real estate an reporting service used by Lender in commercial with this loss, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest as beyold Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by

his Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Bostower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow from when due, Lender may so notify Bostower is writing, and, in such case Bostower shall pay to Lender the amount necessary to make up the deficiency. Bostower shall make up the

deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to applied: first, to any prepayment charges due under the Note; second, to applied: first, to any prepayment charges due under the Note; second, to applied:

peragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the lote.

Charges; Liene. Bostower shall pay all saxes, assessments, charges, fines and imposition, sorbutable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground read of any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower tark pay them on time directly so the person owed payment. Borrower shall promptly furnish so Lender all notices of amounts to be only under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) cornerts in good faith the tien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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.

Harris 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

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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 Romower 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 I rowery is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Propert, prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

instrument immediately prior to As acquisition.

Occupancy, Preservativa, 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 Bosrower's principal residence for at least one year after the date of occupator, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's centrol. 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 externally impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a delected 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 line created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the lear explication process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with by material information) in connection with the loan evidenced by the Note, including, but not limited to, representations of oraning Bostower'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

7. Protection of Lender's Rights in the Property. If Borrower fails we 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 a unforce taws 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 Borrow's secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be in exest 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 sectoral by this Security Insurance. 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 mortgage insurance previously in effect, from an alternate mortgage insurance 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. Impection. 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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uniform. The proceeds of any award or claims for damages, direct or consequential, in oversection with any conservation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lenier.

In the event of a total taking of the Property, the proceeds shall be applied to the same 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 thir market value of the Property immediately before the taking is equal to or greater than the amount of the an secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the same 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 accured immediately before the taking, divided by (b) the this 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 sum 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 same secured by this Security Instrument whether or not the same are

If the Property is abundanced by Borrower, or if, after notice by Lender to Borrower that the condensate offers to make an award or sente a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Leader in authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the is secured by this S conity instrument, whether or not then due.

Unless Lender and For ower otherwise agree in writing, any application of proceeds to principal aball not extend or

postpone the due of the or o'thly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Becrower Not Relevant Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the same secured by this Security Instrument granted by Lender to any successor in interest of Bostower shall not operate to release the liability of the original Bostower or Bostower's successors in inscress. Lender shall not be required to commence projections against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sure secured by this Security Institution by reason of any demand under by the original Borrower or Borrower's successors in matest. Any forbearance by Lender in exercising any right or remedy shall

not be a waiver of or preclude the exercise of any right or namedy.

12. Successors and Assigns Bound; Joint and Several Linbility; Co-signers. The covenants and agreements of this Security lestriquent shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements stall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the some secured by this Security Instrument; and (c) agrees that Leader and any other Borrower may agree to extend, modify. forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that

13. Lean Charges. If the loan secured by this Security Instruces is subject to a law which sets maximum loan charges, and that law is finally interpreted to that the interest or other loon charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such loss charge small be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borro wer which exceeded permitted limits will be ectuated to Bostower. Leader may choose to make this reducing the principal swed under the Note or by staking a direct payment to Borrower. If a refund reduces principal, the reduction will be treated to a partial prepayment without any

prepayment charge under the Note. 14. Nutlees. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing is by first class mail unless applicable law requires trie of another method. The notice stell be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Leader's address stated herein or any other address Lender designates by notice to Borrower. Any water provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provide a furthis 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 Institutive 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 Nove are declared to be severable.

16. Berrower'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 materal person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all same secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal late as of the date of this Security Instrument.

If Leader exercises this option, Leader shall give Borrover 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 accured 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.

13. Berrower's Right to Relatate. 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

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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 anomeys' 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 Lean 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 of mutation required by applicable law.
- 20. Hazardous Suo an res. 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 quarties 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 of the notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private point 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 Hi zardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in according 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, hard-ene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing ashestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and have of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrov er 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 no cover, 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 the of the Property. The notice shall further inform Borrower of the right to rejustate 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 include this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in puration 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 his 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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