

# UNOFFICIAL COPY

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3461/0060 05 001 1997-10-16 11:34:54  
Cook County Recorder 33.50

97-02560 LTC

[Space Above This Line For Recording Data] *(Signature)*

## MORTGAGE

0961130875

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 15TH, 1997 . The mortgagor is  
SEGUIN SERVICES INCORPORATED  
("Borrower"). This Security Instrument is given to MIDAMERICA FEDERAL SAVINGS BANK

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose  
address is 1823 CENTRE POINT CIRCLE, P. O. BOX 3142, NAPERVILLE, IL 60566-7142  
(("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED THOUSAND SIX HUNDRED AND NO/100

Dollars (U.S. \$ 100,600.00 ).

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 NOVEMBER 1, 2027 .  
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 17 & 18 IN BLOCK 14 IN IRA BROWN'S ADDITION TO LAGRANGE, A SUBDIVISION IN THE  
NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Lawyers Title Insurance Corporation

P.I.N.#: 18042370570000

which has the address of 232 EAST AVENUE  
[Street]  
Illinois 60525  
[Zip Code] ("Property Address");

LA GRANGE  
[City]

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5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any principal due; forth, to interest 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, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of title of the Property, shall apply any Funds held by Lender at the time of acquisition or title as a credit against the sums secured by this Security instrument.

Borrower for the excess Funds in accordance with the requirements of applicable law, Lender shall account to Lender up to the amount make up the deficiency in no more than twelve months, at Lender's sole discretion.

Lender at any time is not sufficient to pay the Escrow items 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 twelve months, 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 (o, as Funds were made. The

check issued shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however,

provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be

indemnified real estate tax reporting service used by Lender in connection with 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

escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applying the Funds, similarly analyzing

to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, until a third party holding Lender, if Lender is such an institution) or in any Fidelity Home Loan Bank. Lender shall apply the Funds

The Funds shall be held in an institution whose deposits are insured by a federal agency; instrumentality, or entity

name 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

Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so,

escrow account not to exceed the maximum amount a Lender for federally related mortgage loans may require for Borrower's

amount not to exceed the maximum amount a Lender for Federally related mortgage loans may require for Borrower's

payments by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage

(d) yearly flood insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an

yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums;

(a) yearly taxes and assessments in which may attach priority over this Security instrument as a lien on the Property; (b)

pay to Lender on the day of maturity payments are due under the Note, until the Note is paid in full, a sum ("Funds") for

due the principal and interest on the debt evidenced by the Note and any payment 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 record, Borrower warrants and will defend generally 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, appurtenances, 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".

MORTGAGE, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of

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 proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the 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.

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

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 sums secured by this Security Instrument immediately before the taking, 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.

If the Property is abandoned by Borrower; or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not A 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

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6. **Occupancy, Preservation, Maintenance and Protection of the Property;** **Guarantor's Loan Application;** **Lender's Security Instruments, Power of Attorney, and other documents relating to the Property;** **Guarantor shall occupy, establish, and use the Property as Borrowers principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrowers principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which agreement shall not be irrevocable without, or unless executing circumstances except 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 Lender's security interest in Lender's security interest or otherwise materially impair the Lender's security interest in Borrower's 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 Lender's security interest in Lender's security interest or otherwise materially impair the Lender's security interest in Borrower's property, in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith judgment, provides for neither of the Borrower's interests in the Property to be impaired, but not to provide Lender with any material information) in connection with the loan evidence by the Note, including, but not limited to,**

Some secured by the Security instrument immediately prior to the acquisition.

Under Section 21 of the Property Act, any application for proceedings to prohibit such an extension or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change of premises, if under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damages to the Property prior to the acquisition shall cease to Lender to the extent of the

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, unless Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, Lender may use the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds, Lender may use the 30-day period will begin when the notice is given.

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

8. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on coverage described above, if Lender's option, obtain coverage to protect Lender's rights in the property by Borrower subject to Lender's approval which shall not by unreasonable withheld. If Borrower fails to make amounts and/or the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

4. Changes; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions levied or imposed by the Property which may affect the Security Instrument, and lesseehold payments of ground rents, if any.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 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 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 the 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 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.

**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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16. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the instrument in attorneying the Security Instrument, including, but not limited to, reasonable attorney fees; and (d) take no action in amending the Security Instrument, including, but not limited to, any other covenants or agreements; (c) pays all expenses if no acceleration had occurred; (b) gives any default of any other covenants or agreements; (a) pays all expenses as the Borrower; (a) pays Lender all sums which then would be due under the Security Instrument and the Note as contained in this Security Instrument; or (b) entry of a judgment awarding the Security Instrument to Lender; and (d) take period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in the Security Instrument before sale of the Property pursuant to any power of sale the Borrower has.

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 the 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, demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it 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 provided by federal law as of the date of this Security Instrument.

18. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

19. 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 of clause of this Security Instrument and Notes conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and which can be given effect without the conflicting provision. To this end the provisions of this Note and the Note shall be declared to be severable.

20. Notice. Any notice to Borrower provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given to Lender's address set forth in or any other address Lender designates by notice to Borrower, by telegraph or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given marking it by first class mail unless a court-acceptable law requires use of another method. The notice shall be directed to the Borrower. Any notice shall be given by delivering it or by telephone to the Borrower or Lender when given to Lender or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It is a refund reduces principal, the reduction exceeded permitted unless it will be refunded to Borrower. Lender may choose to make this refund by reducing the necessary to reduce the charge to the permitted limits, then, (a) any such loan charge shall be reduced by the amount of consideration will, the loan exceed the permitted limits, then, (a) any such loan charges collected or to be collected in charges, and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in loans secured by the Note shall be given by delivering it or by telephone to the Borrower or Lender when given to Lender.

21. Loan Capping. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in loans secured by the Note shall be given by delivering it or by telephone to the Borrower or Lender when given to Lender 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 the Borrower's consent.

22. Succession and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any agreement made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Interest, Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

[Check applicable box(es)]

Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 VA Rider

Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) [specify]

1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

25. BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM A SALE UNDER ANY ORDER OR DECREE FORECLOSING THE MORTGAGE.

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

Witnesses:

*Patrick T. Madigan* *Douglas A. Kranz*  
 SEGUIN SERVICES INCORPORATED (Seal) -Borrower

(Seal)  
 -Borrower

(Seal)  
 -Borrower

(Seal)  
 -Borrower

(Seal)  
 -Borrower

STATE OF ILLINOIS, *The Undersigned*, County ss:  
 I, *Patrick T. Madigan*, a Notary Public in and for said county and state do hereby certify  
 that *SEGUIN SERVICES INCORPORATED*, personally known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

15<sup>th</sup> day of October, 1997.

My Commission Expires:

"OFFICIAL SEAL"  
 LINDA CZYZYK  
 Notary Public, State of Illinois  
 My Commission Expires 05/15/20

*Linda Czyzyk*  
 Notary Public

THIS INSTRUMENT WAS PREPARED BY:

KENNETH KORANDA  
 1823 CENTRE POINT CIRCLE  
 P. O. BOX 3142  
 NAPERVILLE, IL 60566-1742

WHEN RECORDED RETURN TO:

MIDAMERICA FEDERAL SAVINGS BANK  
 1823 CENTRE POINT CIRCLE  
 P. O. BOX 3142  
 NAPERVILLE, IL 60566-1742

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