

# UNOFFICIAL COPY 97803439



This instrument was prepared by and mailed to:  
Bank Calumet N.A.  
1030 Dixie Highway  
Chicago Heights, IL 60411

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 8, 1997. The mortgagor is Charles W. Moran and Sharon L. Moran, his wife ("Borrower"). This Security Instrument is given to Bank Calumet National Association, which is organized and existing under the laws of The United States of America, and whose address is 1030 Dixie Highway, Chicago Heights, IL 60411 ("Lender"). Borrower owes Lender the principal sum of Ninety Thousand and NO100----- Dollars (U.S. \$ 90,000.00). 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 8, 1998. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 2 IN ANDERSON'S FIRST ADDITION, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 23, 1962, AS DOCUMENT NO. 2021376.

P.I.N. #32-05-109-028

which has the address of 1211 Birch

Homewood

Illinois 60430

(Street)

Zip Code

("Property Address").

(City)

(State)

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".

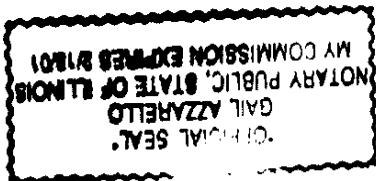
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims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

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.

S-9  
P-6  
R-11  
M-9  
8-14C

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Form 3014 8/80 (page 6 of 6 pages)



Notary Public

My Commission expires: \_\_\_\_\_  
October, 1997  
Given under my hand and official seal this 7th day of  
free and voluntary act, for the uses and purposes herein set forth.  
that they signed and delivered the instrument as their  
foregoing instrument, appeared before me this day in person, and acknowledged  
the same person(s) whose name(s) are subscribed to the  
and Sharon L. Moran, his wife personally known to me to be  
a Notary Public in and for said county and state, certify that Charles W. Moran  
1, (741) 422-6668  
COUNTY SE:

STATE OF ILLINOIS,

[Sign Below This Line for Acknowledgment]

Social Security Number 339-40-1691 Borrower  
Sharon L. Moran (Seal)  
Social Security Number 236-60-0589  
Borrower  
Charles W. Moran (Seal)  
Address

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

Other(s) [Specify]

- Adjustable Rate Rider       Planned Life Development Rider       Rate Improvement Rider       Second Home Rider  
 Fixed Term Payment Rider       Biweekly Payment Rider  
 Adjustable Payment Rider       Condominium Rider       Family Rider  
 Adjustable Rate Rider       Condominium Rider       Family Rider

With this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend  
and supplement the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together  
with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend  
and supplement the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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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 of, or enforcement 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.

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Form 3014 Q30 (page 4 of 6 pages)

interest in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person  
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any  
16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument  
are declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note  
conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which  
provision in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note which  
is, Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the  
in this paragraph

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender or given as provided  
that Lender's address shall herein or any other address designates by notice to Borrower. Any notice to Lender given by  
Property Address in any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by  
by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the  
14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or  
any preparation clause under the Note.

a direct payment to Borrower if a return address provided, the reduction will be made as provided  
be intended to Borrower Lender may choose to make this reduction by reducing the principal or add under the Note or by making  
the charge to the permitted limit, and if any sum already collected from Borrower after a reduced principal limit will  
with the loan exceed the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce  
charge, and that law is thereby interpreted so that the interest or other loan charges collected to be collected in connection  
with the loan secured by this Security Instrument is subject to a law which sets maximum loan  
amount.

borrower or make any assignments with regard to the terms of this Security Instrument or the Note without the Borrower's  
sums secured by this Security Instrument and Lender agrees that Lender has no other Borrower may agree to extend, modify,  
Borrower's interest in the Property under the terms of this Security Instrument, he is not personally obligated to pay the  
Instrument but does not exceed the Note. Lender assigning his security instrument only to mortgagee, grant and conveys that  
of paragrapg 12. Borrower's assignments and agreements shall be oral and several. Any Borrower who ceases this Security  
this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions  
12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of  
a waiver of or provide the exercise of any right or remedy.

Borrower or Borrower's successors in interest. Any reduction in exercising any right of remedies shall not be  
otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original  
shall not be required to commence proceedings against any successor in interest of Lender to extend time for payment or  
of Borrower shall do whatever is necessary to release the liability of the original Borrower's successor in interest. Lender  
modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest  
11. Borrower Not Released Before Not a Writer. Extension of the time for payment of such payments  
or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments  
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed  
or to the sums secured by this Security Instrument, whether or not then due

is given, Lender is authorized to collect and apply the proceeds, in its option, either to restore or repair of the Property  
make an award of costs to Borrower, or (b) after notice by Borrower that the demand offers to  
in the foregoing is abandoned by Borrower, unless Borrower fails to respond to Lender within 30 days after the date the sums are due  
whether the property shall be applied to the sums received by this Security Instrument whether or not the sums are due  
measurably before the taking, unless Borrower and Lender otherwise agree in writing of unless applicable law otherwise pro-  
with the fair market value of the Property immediately before the taking is less than the amount of the sums secured in  
immediately before the taking. Any balance shall be paid to Borrower in the event of a partial taking of the Property in  
the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property  
secured by this Security Instrument before the taking, unless Borrower multiplies by the following fraction:  
fair market value of the Property immediately before the taking is equal to the amount of the following fraction:  
whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the  
In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument  
and shall be paid to Lender

any combination of either taking of any part of the Property, or for damage in lieu of condemnation, are hereby assigned  
10. Cancellation. The proceeds of any award or inspection specifying reasonable cause for the inspection.

give Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection.

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

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23. **Wedge of Homeostasis.** Bottomless waters all help to homoeostatic equilibrium in the property of insulating without charge to bottom water. However, shallows will pass any insulating losses.

21. Acceleration of payment of amounts due to contractor prior to completion of works  
22. Payment of all sums saved by the contractor as a result of the reduction of costs of this agreement by the contractor, but not limited to, reasonable allowances for fees and costs of title evidence.

NON-INTERFERING CONVERSATIONS. However, and further, in order to have a

As passed in this bill, the following shops shall be subject to the same restrictions as are passed in the bill introduced by Mr. [REDACTED] in the House of Representatives:

However, such problems give birth to a wide range of new issues that must be addressed in order to effectively manage the transition.

of the Hazards Submissions. Information such as the following may be helpful in preparing the Hazards Submissions:

If Lenten exercises this option, Lenten shall give fifteen days 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, Lenten may exercise any remedies permitted by this Security instrument without notice or demand of payment.

person without regard to their gender, race, ethnicity, or any other protected class. The law also protects individuals from discrimination based on their sexual orientation or gender identity.

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** 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 taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender 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 escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimate of expenditures of future Escrow Items 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 entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, 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 this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items 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 twelve monthly payments, at Lender's sole discretion.

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 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 this Security Instrument.

**3. Application of Payments.** 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; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or 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 all notices of amounts to be paid 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) contests in good faith the lien 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.

**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.