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Cook County Recorder 33.50

COOK COUNTY
REC TICOR TITLE
JESSE OI & WIFE
BRIDGEVIEW OFFICE

347819

(Space Above This Line For Recording Data)

MORTGAGE

0970516330

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 14TH, 1997, The mortgagor is THOMAS OI AND IRENIE OI, HUSBAND AND WIFE

("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 SIXTY THOUSAND AND NO/100

Dollars (U.S. \$ 160,000.00).

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 DECEMBER 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:

LOT 139 IN CONCORD MILLS UNIT 6, BEING A SUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1996 AS DOCUMENT NUMBER 96-669, 788, IN COOK COUNTY, ILLINOIS.

P.I.N.#: 02112000150000

which has the address of 594 E HOME AVENUE
[Street]
Illinois 60067
[Zip Code] ("Property Address");

PALATINE
[City]

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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 principal charges due; second, to any late charges due under the Note; third, to interest due; forth, to principal 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 return to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender 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.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess 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 item when due, Lender may do nothing Borrower shall make up this deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an instant trust or in such an instrument as Federal depositaries, or entity including Lender, in any Federal agency, instrument who are insured by a Federal agency, instrument, or entity Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the 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 laws otherwise. Unless an agreement is made or applicable law requires otherwise, Lender shall not be required to pay Borrower any interest or earnings 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 debt, if any, was made. The Funds are pledged as additional security for all sums secured by this Security instrument. The Fund 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 debt, if any, was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

(i) Funds for taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the first 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 attach priority over this Security Instrument as a lien on the Property; (b) yearly lessorhold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (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; (g) any amounts due under the Note, at any time, collect and hold Funds in an insurance premium. These terms are referred "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount generally related to federal or state Statute of Limitations or other laws, or otherwise in an amount otherwise in accordance with the applicable law.

due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM CONVENTIONS; BILATERAL AND TRIPLE COVENANTS WITH RESPECTS.

THIS SECURITY INSTRUMENT combines uniform coverments for national use and non-uniform coverments with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**BONHOMME CO. ENDS THIIS SUIT WITH A PAYMENT MADE TO THE PLAINTIFFS' ATTORNEY FOR THE DEFENDANT'S
MOTAGAGE, GRAM, AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF
RECORD. BORROWER WARANTS 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 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".

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application or 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 damages 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 judgement 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,

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Interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in

modification of amortization of the sum secured by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released; Forgiveness By Lender Not A Waiver. Extension of the time for payment of

payments.

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

the Property or to the sums secured by this Security Instrument, whether or not then due.

Notice is given, Lender is authorized to collect and apply the proceeds, at his option, either to restoration or repair of make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the condominium offers to

if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium

this Security Instrument whether or not the sums are then due.

agreed in writing or unless applicable law, otherwise provides, the proceeds shall be applied to the sums secured by less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise

event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is multiplied by the fair market value of the Property, (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 agreed in writing, the sums secured by this Security Instrument before the taking, unless Borrower and Lender otherwise

the sums secured by this Security Instrument immediately before the taking, unless Lender otherwise

in which the fair market value of the Property immediately before the taking is equal to or greater than the Property instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property

with any condominium or any award or claim for damages, direct or consequential, in connection

10. Condemnation. The proceeds of any award or claim for damages cause in lieu of condemnation,

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection,

or inspection, Lender or his agent may make reasonable entries upon and inspect any part of the Property, Lender

shall pay reasonable expenses for the inspection.

8. Mortgage Insurance. If Lender acquires insurance in accordance with any written agreement between Borrower and Lender or

shall pay the premium required to maintain insurance in effect, or to provide a loss reserve, until the lender (lenders) provided by an insurance company becomes available and is obtained. Borrower

lender is required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that

use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, Borrower will accept, if insurance coverage ceases to be in effect. Lender will accept,

premium being paid by Borrower will accept a insurance coverage in lieu of mortgage insurance available, Borrower shall pay to Lender, if substantial equity in effect, from an

at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect,

this Security instrument, the mortgage coverage required by Lender lapses or ceases to be in effect, Borrower shall

for any reason, the mortgage coverage maintained by Lender to maintain the mortgage insurance in effect. If,

this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If,

any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by

Borrower requesting payment.

Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so.

Although Lender may take action under this paragraph 7, Lender does not have to make repeatable,

irritation, appealing in court, paying reasonable attorney fees and retarding on the Property to make

Property, Lender's actions may include, paying any sums secured by a lien which has priority over this Security

the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as proceeding in bankruptcy, probable, for condemnation or forfeiture or to enforce laws or regulations).

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

Property, the lesseehold and the fee title shall not merge unless Lender agrees to the merger in writing.

is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the representation concerning Borrower's occupancy of the Property as a principal lessee, if this Security instrument

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this 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 sums secured by this Security Instrument; and (c) agrees that 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 that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded 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. If a refund reduces principal the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall 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 Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement 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) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

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21. **Riders to the Security Instrument.** If one or more riders are executed by Borrower and included together with this Security Instrument, the cover terms and agreements of each such rider shall be incorporated into and shall supplement the convenants and agreements of this Security Instrument as if the rider(s) were a part of this instrument.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Releasee, Upon payment of all sums secured by this Security Instrument, Lender shall release the Secured

21. **Accession:** Remedies. Lender shall give notice to Borrower prior to accelleration following Borrower's breach of any covenant or agreement prior to maturity instrument (but not prior to accelleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default if: (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 specified in the notice may result in acceleration of the sume advanced by this SecuritY instrument. Specified in the notice shall include: (i) the date of the acceleration 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 proceedings the non-exclusions of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice, Lender shall collect all expenses incurred in pursuing the remedies judicially proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies secured by this SecuritY instrument without further demand and may recollect this SecuritY instrument by notice to the debtor specified in the notice if its option may require immediate payment in full of all sums before the date specified in the notice. Lender at its option may require immediate payment in full of all sums before the date specified in the notice. Lender shall collect all expenses incurred in pursuing the remedies secured by this SecuritY instrument without further demand and may recollect this SecuritY instrument by notice to the debtor specified in the notice if its option may require immediate payment in full of all sums before the date specified in the notice. Lender at its option may require immediate payment in full of all sums before the date specified in the notice. Lender shall collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title insurance.

NON-UNIFORM COVENANTS **BC TOWER AND LOWER TURBINE COVENANT AND AGREEMENTS FOLLOW:**

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, benzene, formaldehyde or formaldehyde 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 state where the Property is located that relate to health, safety or environmental protection.

30. **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 presence, use, or release of any Hazardous Substances on or in the Property.

19. Sale of Note; Changes of Note; Servicer. The Note or partial interest in the Note (together with the Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the servicer (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 in 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 whom payments should be made. This notice will also contain any other information required by applicable law.

Borrower's obligor to pay the sum secured by the Security instrument shall continue unchanged. Upon remittance by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as per Paragraph 17.

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(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

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:

~~Thomas O.~~

(Seg)

(Seal)

Irene Oi

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF ILLINOIS.

I, the undersigned, a Notary Public in and for said county and state do hereby certify
that THOMAS OI AND IRENE OI, HUSBAND AND WIFE

, 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 **T**hey signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

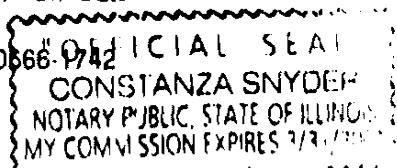
Given under my hand and official seal, this

My Commission Expires:

day of

Notary Public

THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
1823 CENTRE POINT CIRCLE
P. O. BOX 3142
NAPERVILLE, IL 60566 OFFICIAL S



WHEN RECORDED RETURN TO:
MIDAMERICA FEDERAL SAVINGS BANK
1823 CENTRE POINT CIRCLE
P. O. BOX 3142
NAPERVILLE, IL 60566-7142

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