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97017234

BOX 370

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
4242 N. Harlem Avenue
Norridge, IL 60634

DEPT-01 RECORDING \$37.00
T40001 TRAN 7381 01/08/97 12:52:00
#5681 & RC #--97-017234
COOK COUNTY RECORDER

AP# NIGHT, C5557526
LN# 5557526

57B

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 20, 1996. The mortgagor is COLLEEN A. NIGHTINGALE, AN UNMARRIED WOMAN and JAMES P. GOLDEN, AN UNMARRIED MAN

("Borrower"). This Security Instrument is given to First Home Mtg Corp, AN ILLINOIS CORPORATION, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 950 N Elmhurst Road - Ste 102, Mount Prospect, IL 60056 ("Lender"). Borrower owes Lender the principal sum of One Hundred Forty Seven Thousand Two Hundred Fifty Dollars and no/100 Dollars (U.S. \$147,250.00). 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 January 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:

** SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF **

37017234

,
,

which has the address of 6221 N TRIPP
[STREET] CHICAGO
Illinois 60646 ("Property Address"); [CITY]
[ZIP CODE]
ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8 FORM 3014 9/90

ATGF, INC

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
1SC/CMDL//G994/3014(0990)-L PAGE 2 OF 8

FORM 3014 9/90

If the Funds held by Lender exceed the amount 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 Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall make so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender) in any event if Lender is such an institution) in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrows for holding and applying the Funds, normally analyze the Funds and applyable law permits Lender to make such a charge. Lender pays Borrower interest on the Funds and accruable interest on amounts deposited in the Funds and accruable interest on the Funds, Lender may not charge Borrows for holding and applying the Funds, normally analyze the Funds and applyable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent escrow service used by Lender in connection with this loan. Lender shall not be required to pay a one-time charge to Borrows for services rendered by a third party.

1. Payment of principal and interest, repayment and late charges. Downward share payment
pay when due the principal of a debt rest on the debt evidenced by the Note and any prepayment and late
charges due under this Note.

Both Covenants shall be construed and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law principles. The parties hereto agree that any action or proceeding arising out of or relating to this Agreement shall be brought in the state and federal courts located in the City of New York, and the parties hereto hereby consent to the jurisdiction of such courts over them and waive any objection they may have to the laying of venue in such courts or to the jurisdiction of such courts over them.

TODAY'S CHALLENGES WITH THE IMPROVEMENTS NOW AVAILABLE, SECURITY EXPERTS CAN EASILY IDENTIFY AND ADDRESS THESE THREATS.

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LN# 5557526

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.

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.

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

8. Mortgage Insurance. If Lender requires 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 insurance in effect until, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to maintain the mortgage insurance previously in effect, at a cost; substantially equivalent to the cost to equitably put the mortgage insurance previously in effect, at a cost; substantially equivalent to the premium paid by Lender each month to one-twelfth of the year monthly mortgage premium being paid by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender, if the mortgage insurance previously in effect, from any alternate mortgage insurer approved by Lender, a sum equal to one-twelfth of the year monthly mortgage premium being paid by Lender when the insurance coverage is terminated or ceased to be in effect. Lender will accept use and retain Borrower's right to receive a loss reserve in lieu of mortgage insurance. Loss reserve paid, amounts may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender under such terms and conditions as Lender deems reasonable, until the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirements for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts disbursed under this Paragraph 7 shall become additional debt of Borrower secured by this Security Interest unless Borrower and Lender agree to other terms of payment, with amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, without notice from Lender to Borrower requesting payment in full, upon demand or at maturity.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements set forth 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, probable, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect Lender's rights in the Property. If Lender has proceeded in bankruptcy, probable, for condemnation or forfeiture, or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect Lender's rights in the Property. If Lender has proceeded in bankruptcy, probable, for condemnation or forfeiture, or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect Lender's rights in the Property. If Lender has proceeded in bankruptcy, probable, for condemnation or forfeiture, or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect Lender's rights in the Property. If Lender has proceeded in bankruptcy, probable, for condemnation or forfeiture, or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect Lender's rights in the Property.

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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 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 the 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 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.

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20. Hazardous Substances. Borrower shall not cause or permit the presence of any Hazardous Substances on or release of any Hazardous Substances or wastes 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 of any kind that are used in the normal course of business by Borrower in the conduct of its business.

19. Sale of Note; Change of Loan Servicer. The Note or a part thereof, or a part of 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 named in a Note or a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change within 14 days above and applicable law. This notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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 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.

18. Lender exercises; his option, Lender shall give Borrower notice of acceleration. The notice shall provide 2 periods 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.

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

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 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 the extent that any provision of this Note is held invalid or unenforceable, the remaining provisions of this Note will remain in full force and effect.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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 given by first class mail to Lender's address shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

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

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

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

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. [Check applicable box(es)]

- Adjustable Rate Rider Condominium Rider 1--4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [specify] IHDA Rider

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

This instrument was prepared by: **Marily Dornbusch**
Notary Public, State of Illinois
Cook County
Address: 4242 N. Hartem Avenue
Naperville, IL 60564
My Commission Expires 11-7-98

Notary Public

Given under my hand and official seal, this 20th day of December, 1996.

Instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein personally known to me to be the same persons whose name(s) are subscribed to the foregoing

COLLEEN A. NIGHTINGALE and JAMES P. GOLDEN

I, ~~Notary Public~~, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS COOK COUNTY ss:

[Space Below This Line For Acknowledgment]

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

JAMES P. GOLDEN
(SEAL)

COLLEEN A. NIGHTINGALE
(SEAL)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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LEGAL DESCRIPTION

Lot 23, in Block 5, in Krenn and Dato's Crawford and Peterson Addition to North Edgewater, a subdivision of the North East Fractional 1/4, (except the North 42 rods thereof), and the fractional South East 1/4 of Section 3, Township 40 North, Range 13 East of the Third Principal Meridian, lying North of the Indian Boundary line, (except from the above described tract of land, that part thereof that lies South of a line, that is 100 feet North of and parallel to the South line of Peterson Avenue, extended West); (also, except the right of way of the Chicago and North Western Railway Company), in Cook County, Illinois.

Commonly known as: 6221 N. Tripp, Chicago, IL 60646

Permanent Index Number: 13-03-212-010-0000

Property of Cook County Clerk's Office

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10/22/2014