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RECORD AND RETURN TO:
PRISM MORTGAGE COMPANY

1420 KENSINGTON ROAD-SUITE 108
OAK BROOK, ILLINOIS 60521

- DEPT-01 RECORDING \$33.00
- T40012 TRAN 4452 04/01/97 15:08:00
- #9843 + CG **-97-224534
- COOK COUNTY RECORDER

Prepared by:
CHRISTINA SKOLNIK
OAK BROOK, IL 60521

7810019285

MORTGAGE

33.00
a

THIS MORTGAGE ("Security Instrument") is given on **MARCH 25, 1997**
CHRISTI A. AULISA, A WIDOW

The mortgagor is

(*Borrower"). This Security Instrument is given to
PRISM MORTGAGE COMPANY

which is organized and existing under the laws of **THE STATE OF ILLINOIS**,
address is **1420 KENSINGTON ROAD-SUITE 108**
OAK BROOK, ILLINOIS 60521

(*Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED FORTY THOUSAND AND 00/100 Dollars (U.S. \$ **140,000.00**).

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 1, 2012**. 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 9 AND THE SOUTH 1/2 OF LOT 10 IN BLOCK "G" IN NORTH EDGEWOOD PARK,
A SUBDIVISION OF THE NORTH 1305.6 FEET OF THE EAST 1/2 OF THE SOUTHEAST
1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21,
1926 AS DOCUMENT 9347007, IN COOK COUNTY, ILLINOIS.**

15-32-404-005
15-32-404-021

Parcel ID #:

which has the address of **505 NORTH EDGEWOOD AVENUE, LA GRANGE PARK**
Illinois **60526** Street, City .
Zip Code (*Property Address):

Street, City .

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 8/96
GRILL (5608)

BOX 333

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Boardowner shall prominently display any logo which has priority over this Security Interest in all documents evidencing the payment of the principal amount due under the promissory note.

4. Changes of Liens. Borrower shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay such amounts as soon as practicable in accordance with the terms of the leasehold instruments or ground leases, if any.

1 and 2 shall be applied; first, to any preparatory changes due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Carder under paragraphs this Security instrument.

Funds held by Leader at the time of acquisition or sale as a result arising from the same sources by

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Bottower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leander exceeds the amount necessary to make up the deficiency, Bottower shall make up the deficiency in no more than

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

used by Lender; in connection with this loan, unless specifically otherwise, unless no agreement is made or unless an otherwise provided in the note, the note may be paid in full at any time by payment of the amount then due plus interest accrued up to the date of payment.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurancemutually, or including; Leader is such as trust) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow fees; Leader may sue trustee Borrower for holding and applying the Funds. usually satisfying the escrow account, or verifying the Escrow items, unless Leader pays trustee interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service.

Leaders may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future losses or otherwise in accordance with applicable law.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds sets a lesser amount if so, to add or may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

Leader may, as in the case, collect and hold Funds in an amount not to exceed the amount a leader for a federal mortgage loan may receive for Borrower's second account under the Federal Real Estate Settlement Procedures Act of

and assessments which may accrue to the Security Investor as a loss on the Property; (b) yearly indebtedness or other debts of the Security Investor in the course of business, unless the same is paid in full, in cases (1), (2), (3), (4), (5) and (6); (c) yearly taxes and assessments which may accrue to the Security Investor as a loss on the Property; (d) yearly property 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 6, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

Particulars of such interests or the other particulars of the other investments by the Note holder and any property held and used which may be under the Note.

OUTLORUM, GVFENAN I.S., Borrower and Lender cover him and his wife as follows:
1. Payment of Principal and Interest; Pre-emptive and Late Charges. Borrower shall promptly pay when due the
amount of and interest on the debt evidenced by the Note and any memorandum and late charges due under the Note.

THIS SECURITY INSTRUMENT conveys unto **JOHN COOPER** his heirs and assigns, all that certain real property situated in **INDEPENDENCE COUNTRY**, **BORNEETT** and **other** counties and states as follows:

THIS SECURITY INSTRUMENT contains no covenants for record and no minimum amounts will be required.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and fixtures now or hereafter a part of the property. All replacements and addititions shall also be covered by this Security Instrument.

UNIFORM COVENANTS, BOTTOWER AND LEADERS COVENANTS AND AGREEMENTS AS FOLLOWS:

ARRANGEMENTS BY INSURANCE TO GUARANTEE A MINIMUM SECURITY INSTITUTE COVERS EACH PROPERTY.

THIS SECURITY INSTRUMENT combines uniform conventions for standard use and non-uniform conventions with limited and will declare generally the title to the property against all claims and demands, subject to any encumbrances or record.

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

Exhibits 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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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.

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 or to enforce 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 action 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

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14. Notices. Any notice provided for in this Security Instrument shall be given by delivery or by mailing to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given 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

13. **Loan Charges.** If the loan secured by this Security Instrument is subjected 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 limits; and (b) any sums already collected from Borrower which exceed permitted limits will be repaid to him, and (c) if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coveralls 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 coveralls and agreements shall be joint and several. Any Person who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only as an Agent, Trustee and convey the instrument to Lender under the Note; (b) is not a party to the Note; and (c) agrees that Lender and any other Borrower may agree to pay the sum secured by this Security Instrument, and (d) agrees that Lender and any other Borrower may agree to exceed, modify, reduce or waive any accommodations with regard to the terms of this Security Instrument or the Note without the other's consent.

11. Borrower Not Released; Foreclosure by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument is made by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrower or Borrowers in interest. Lender shall not be required to commence proceedings against any successor in interest or pay any other sum due by the original Borrower or Borrowers of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrowers of the successors in interest. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right by Lender.

Ulster Letters and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or surpass the due date of the monthly payments referred to in paragraph 1 and 2 or change the manner of such payments.

If the Property is abandoned by Owner, or if, after notice by Leader to Borrower that the co-deceditor offers to make an award of settle a claim for damages, Borrower fails to respond to Leader within 30 days after the date the notice is given, Leader is authorized to collect and apply the proceeds, at its option, either to restoration of repair of the Property or to the same

be applied to the sums received by the Security Institution whether or not the sums are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or the sums 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument, immediately before the taking, shall be reduced by the amount of the sums secured by this Security instrument.

16. **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 convenience in lieu of condemnation, are hereby assigned and

9. Inspection. Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give

optimum coverage substantially equivalent to the mortality insurance previously in effect, from an alternative mortality equivalent to the mortality insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortality insurance previously in effect, plus an additional amount necessary to pay to Lender each month a sum equal to the difference between monthly premium payments paid by Borrower under the insurance coverage in effect and monthly premium payments provided by Lender under the insurance coverage in effect.

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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 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.

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 judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other 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 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

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RIDER - LEGAL DESCRIPTION

LOT 9 AND THE SOUTH 1/2 OF LOT 10 IN BLOCK "G" IN NORTH EDGEWOOD PARK,
A SUBDIVISION OF THE NORTH 1305.6 FEET OF THE EAST 1/2 OF THE SOUTHEAST
1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21,
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