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SL4777386

AFTER RECORDING MAIL TO:

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

AP# LAPPAS, J5591619
LN# 5591619

37269809

(Space Above This Line For Recording Data)

8117073823

MORTGAGE

3/1/97
3/1/98

THIS MORTGAGE ("Security Instrument") is given on March 31, 1997. The mortgagor is James Lappas and Venetia Lappas, Husband and Wife

SMS - A DIVISION OF INTERCOUNTY

("Borrower"). This Security Instrument is given to AMERICAN MTG & R.E. SVCS, INC., AN ILLINOIS CORPORATION existing under the laws of the State of Illinois 9575 W HIGGINS, SUITE 801B, ROSEMONT, IL 60018 ("Lender"). Borrower owes Lender the principal sum of One Hundred Eighty Thousand Dollars and no/100 (U.S. \$ 180,000.00). 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, 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 ATTACHED.

RECEIVED
CLERK'S OFFICE
COOK COUNTY, ILLINOIS
MARCH 31, 1997
60967246

which has the address of

709 Dee Rd.
[STREET]

Park Ridge
[CITY]

Illinois 60068
[ZIP CODE]

(Property Address):

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L

PAGE 1 OF 8

FORM 3014 9/90

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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 amounts held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the deficiency. Borrower shall 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), 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, render to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser 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 account showing 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender or on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) ready taxes and assessments which may affect the Note; (b) security instruments as a lien on the Property; (c) yearly hazard insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any and (g) 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 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 estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses otherwise in accordance with applicable law.

1. Payments of principal and interest; Prepayment and late charges; Borrower shall promptly pay when due, if he incurs debt of and interest on the debt evidenced by the Note and any prepayment charges due under it.

UNIVERSITY GOVERNANCE. BORROWER AND LENDER COVENANT AND AGREEMENTS.

concerns with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

claims and demands, subject to any encumbrances of record.

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 consummation of such Borrower's interests as aforesaid.

Urgent: We will all the improvements now or hereafter granted 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".

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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.

3014-0990-06

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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 specifying reasonable cause for the inspection.

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 company required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage subsequently to the mortgage insurance previously in effect, at a cost of substantially the same amount as the previous coverage.

Borrower of the mortgage insurance previously in effect, from an alternate mortgage holder pay to Lender. If subsequently acquired mortgage insurance is not available, Borrower shall pay to Lender each month to one-twelfth of the yearly mortgage insurance premium being paid by Lender 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 periods that become available and is obtained under requirements provided by Lender) becomes available and is obtained by Borrower, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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 amounts 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.

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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, 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 of 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, 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 do not affect the Property.

19. Sale of Note; Change of Note; Security Instrument. 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 under 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 and a sale of the 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 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.

18. Borrower's Right to Reinstatate. If a coronary meets certain conditions, Borrower shall have the right to have enforcement of this Security interest until 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 enjoining this Security instrument. Those conditions are that Borrower: (a) pays; (b) under all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (c) cures any default of any other covenants or agreements; (d) pays all expenses incurred in enforcing this Security instrument; including, but not limited to, reasonable attorney fees; and (e) takes such action as Lender may reasonably require to assure that the lien of this Security instrument remains unchallenged. 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 reinstatement by Borrower, if his Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

17. Interest: If the Property or a Beneficial Interest in Borrower, or 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 by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

18. Lender exercises this condition: 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 to the further notice or demand on Borrower.

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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note that are not affected by such conflict.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to Borrower at his address applicable to him; requires use of another method, notice shall be directed to the Proprietary Address of any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail unless mail is unavailable or Lender shall be given notice to Lender addressed to Lender's address provided for in this Security Instrument or by notice to Lender addressed to Lender 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.

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AP# LAPPAS,J5591619

LN# 5591619

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.

Witnesses:

James Lappas (SEAL)
James Lappas -BORROWER

Venetia Lappas (SEAL)
Venetia Lappas -BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS

COOK

County ss:

I, a Notary Public in and for said county and state do hereby certify that
James Lappas and Venetia Lappas

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing 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 therein set forth.

Given under my hand and official seal, this 31st day of March, 1997.

My commission expires:

Notary Public

This instrument was prepared by: Violette S.

Address: 4242 N. Harlem Avenue
Norridge, IL 60634

2025 RELEASE UNDER E.O. 14176

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- | | | | | | | | |
|--|---|--|--|---|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) (Specify) _____ |
| <input type="checkbox"/> IHD A Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Sweekey Payment Rider | <input type="checkbox"/> IHD A Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> |

24. Rides to this Security Instrument, if one or more riders are selected 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)]

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

22. Releasee. 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.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following
Borrower's breach of any covenant or agreement prior to acceleration (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 such date specified by Borrower may result in acceleration of the sums
secured by this Security Interest in accordance with the notice. The notice shall inform Borrower of the right to
accelerate after acceleration by judicial proceeding and sale of the Property. The
notice shall further inform Borrower of the right to remanifest title after acceleration and the right to assert
in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to
accelerate and foreclose. If the notice does not cure the date specified in the notice, the right to assert
such defense is hereby waived. 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
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
proceeding.

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

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.

Borrower shall promptly give written notice of any investigation, claim, demand, lawsuit or other action by any government agency or regulatory authority involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government 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.

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

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File S1477738B - Legal Addendum

LEGAL: LOT "A" IN SELBOE AND JOHNSEN'S RESUBDIVISION OF THE SOUTH 44.48 FEET OF LOT 9 (EXCEPT THE EAST 80.4 FEET THEREOF) AND THE NORTH 5.52 FEET OF LOT 8 (EXCEPT THE EAST 80.4 FEET THEREOF) IN BLOCK 2 IN COLUMBIA SUBDIVISION OF THE EAST 30 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF THE RAILROAD AND THE NORTH 264.0 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 28, 1960 AS DOCUMENT 17840870, IN COOK COUNTY, ILLINOIS.

ADDRESS: 709 N DEE
PARK RIDGE, IL 60068

PIN: 09-27-216-065-0000

37269509
RECEIVED
MAY 1 1998
COOK COUNTY CLERK'S OFFICE