

# **UNOFFICIAL COPY**

95.2.1123

**AFTER RECORDING MAIL TO:**

**LINCOLN PARK SAVINGS BANK**  
1946 West Irving Park Road  
Chicago, Illinois 60613

$$\Delta P \approx \frac{V_{\text{ext}}}{L^2} \approx \frac{e^2}{4\pi\epsilon_0 L^2}$$

12-10-1993 05:00:00 135.00  
14-10-1993 05:00:00 1312.00  
15-10-1993 \*-98-454728  
16-10-1993 05:00:00

-(Space Above This Line For Recording Data)

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on April 26, 1992. The mortgagor is Mary Ann Sylvie J. Farnier, deceased, and her Succession Beneficiaries.

(“Borrower”): This Security Instrument is given to First Chicago Savings Bank, which is organized and existing under the laws of the State of Illinois, and whose address is 1445 West Irving Park Road, Chicago, IL 60613.  
(“Lender”): Borrower owes Lender the principal sum of One hundred Seventy, Thousand Dollars  
\$170,000.00. The 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 June 1, 2018. 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 100  
County, Illinois.

80

LOT 29 IN BLOCK 15 IN EGGERTON MANS., BEING A SUBDIVISION OF LOTS 27, 32,  
33, 34, 35, THAT PART OF 1-5 SOUTHWEST 1/2 OF LOT 38 AND ALL OF LOT 39 WEST  
OF THE ROAD, ALL OF LOTS 40, 41, 42, 43 AND 44, THE SOUTHWEST 1/2 OF LOT 46,  
ALL OF LOTS 47 TO 52 BOTH INCLUSIVE, IN THE SUBDIVISION OF BROWNS'S PART OF  
CALDWELL'S RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE  
SECOND PRINCIPAL MERIDIAN, EXCEPTING CERTAIN PARTS, ACCORDING TO PLAN THEREOF  
REGISTERED ON MARCH 1, 1931 AS DOCUMENT NUMBER 143536, IN OCONO COUNTY.  
PLAT NO. 10-32-41-002-0010

which has the address of

951 N. Alvarado  
(Street)

**Chicago**  
**(km)**

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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 account of the Funds held by Lender exceeds 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 months as Lender's sole discretion.

The Funds shall be held in an institution whose depositors are insured by a Federal Home Loan Bank. Such institution may apply to the Funds to pay the Escrow items. Lender may not charge Borrower for holding such funds, unless Lender shall apply to the Funds, annually, for the Escrow account, or certify to 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 reporting service used by Lender in connection with his loan, unless applicable law provides otherwise. Lender is an agreeable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or penalties of the Funds. Borrower and Lender may agree to a written, however, annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each is 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 on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) safety taxes and assessments which may attain priority over this instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of a 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 Settlement Funds held under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Under no circumstances or otherwise in accordance with applicable law.

11. **Repayment of principal and interest:** Repayment will be made in monthly installments, starting one month after the date of the loan. The monthly payment will consist of principal and interest. The principal amount will be paid off over a period of 12 months. The interest rate will be 12% per annum.

CONTINUING EDUCATION COURSES, BOOK REVIEWS AND RESEARCH NOTES

This SECURITY NOTICE combines minimum coverages for liability losses due to non-delivery or damage to insurance-covered items with limited variations by jurisdiction to constitute a uniform security insurance covering real

claims and demands, subject to an encumbrance 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  
covenances of record. Borrower warrants and will defend especially the title to the Property against all

**INTRODUCTION** WITHIN THE INFORMATION SECURITY FRAMEWORK OF INFORMATION TECHNOLOGY, SECURITY IS A PART OF THE PROPERTY, AND IN EXCHANGES, APPROPRIATE MEASURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY STATEMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY STATEMENT AS THE PROPERTY.

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AP# MACH-8037

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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.

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), Inspection. Under or its agent may make reasonable entries upon and inspectors of the property. Under shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Protection of Leander's Rights in the Property. If Borrower fails to perform the covenants in this Section, or there is a legal proceeding that may significantly affect Leander's rights in the Property (such as a proceeding in bankruptcy), provide, for the benefit of Leander, a procedure (such as a notice of non-compliance) which Leander may do and pay for whenever it is necessary to enforce laws or regulations, which Leander may do and pay for whenever it is necessary to protect the value of the Property and Leander's rights in the Property. Under Leander's rights in the Property, Leander may do and pay for whatever is necessary to make repairs. Although Leander may take action pursuant to this paragraph, Leander does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower and shall bear interest from the date of disbursement at the rate and shall be payable, with accrued interest, upon notice from Lender to Borrower requiring payment, in full.

Leander agrees to other terms of payment, which Note rate and shall be payable, with accrued interest, upon notice from Lender to Borrower requiring payment, in full.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Liabilities  
Applicable Law; Resaleholds. 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 circumstances exist beyond Borrower's control, Borrower shall not destroy, damage or impact the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be liable if any forfeiture action of proceeding, whether civil or criminal, is brought against Lender's good faith instrument if any forfeiture of the Property or otherwise militarily impairs the instrument could result in forfeiture of the Property or otherwise results in Lender's good faith instrument of Lender's security interest. Borrower may cure such a default and rescind a security instrument or Lender's security interest. Borrower may file a complaint of replevin or other appropriate action to recover the Property or otherwise militarily impair the instrument if Lender's good faith instrument of Lender's security interest is provided in paragraph 18, by causing the action or proceeding to be dismissed with a nullity, that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material also to its detriment or Lender's loan application process, gave materially false or inaccurate information with, or failed to provide Lender with any material information concerning Lender's statement to Lender (or failed to provide Lender with any material information concerning Lender's statement to Lender) in connection with, the loan evidenced by the Note, including, but not limited to, representations concerning Lender's financial condition, experience, or qualifications to borrow money, or any other information which Lender reasonably believes to be important to Lender's decision to lend to Borrower. Borrower's failure to furnish Lender with accurate information will not limit Lender's rights under this Agreement.

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**14. Notice.** 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 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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the liens 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 thereby 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

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11. Borrower Not Released: First-class Race By Lennder Not & Waiver. Extension of the time for payment of nondeductible item of amortization of the sum secured by this Security Instrument (or any part thereof) or for payment of any sum due under this instrument by reason of any demand made by the original Borrower or Borrower's successors in interest, Any holder in due course by reason of any right or remedy.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or charge the amount of such payments.

18. C. Condition. 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 to it, or condemnation, are hereby assigned and shall be paid to Lender.

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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 recording 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

Graduated Payment Rider

Balloon Rider

Other(s) [specify]

Condominium Rider

Planned Unit Development Rider

Rate Improvement Rider

1-4 Family Rider

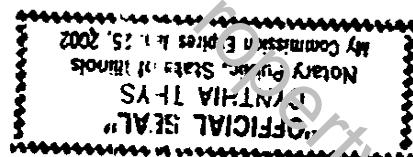
Biweekly Payment Rider

Second Home Rider

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FORM 3014 9/90

ILLINOIS-SPECIAL FAMILY-SMALL/PHILIC UNIFORM INSTRUMENT  
PAGE 8 OF 8  
ISCS/CMDTLL/0841/3014(0990).L

This instrument was prepared by: Cyntia Thys  
Address: 1946 W. Irving Park Road  
My Commission Expires: 12/25/2002  
Notary Public State of Illinois

98456728

Notary Public:

1-25-2002

My commission expires:

Given under my hand and official seal, this 28th day of April, 1998

I, Cyntia Thys, Notary Public in and for said county and state do hereby certify that  
personally known to me to be the same person(s) whose name(s)  
hereinafter set forth,  
delivered the said instrument as his/her free and voluntary act, for the uses and purposed therein  
instrument, appeared before me this day in person, and acknowledged that he/she made and  
set forth.

ELYSIE J. MACH AKA ELYSE J. PETRICK COOK COUNTY, ILLINOIS

I, Cyntia Thys, Notary Public in and for said county and state do hereby certify that  
the above instrument was acknowledged before me this day in person, and I have read and understood the  
contents thereof, and further certify that the instrument is a true copy of the original instrument.

COOK COUNTY:

STATE OF ILLINOIS

BORROWER  
(SEAL)BORROWER  
(SEAL)BORROWER  
(SEAL)ELYSIE J. MACH AKA ELYSE J. PETRICK  
(SEAL)

ELYSIE J. MACH AKA ELYSE J. PETRICK

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions 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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