

UNOFFICIAL COPY 98496604

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1998-06-12 13:48:34
Cook County Recorder 37.50

10/2

WHEN RECORDED, RETURN TO:
MIDWEST MORTGAGE SERVICES
ATTN: LOAN REVIEW,
P.O. BOX 7095
TROY, MI 48007-9869



PREPARED BY:

JEANNE M. MADSEN
1901 S MEYERS ROAD SUITE 300
OAKBROOK TERRACE, IL 60181

(Space Above This Line For Recording Data)

MORTGAGE

4475010

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THIS MORTGAGE ("Security Instrument") is given on **MAY 20, 1998**. The mortgagor is **DANIEL P WALSH A SINGLE MAN DIVORCED AND NOT SINCE REMARRIED**

("Borrower"). This Security Instrument is given to **INTERSTATE BANK,**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **15533 S CICERO AVENUE, OAK FOREST, IL 60642**

("Lender"). Borrower owes Lender the principal sum of **TWO HUNDRED THREE THOUSAND AND 00/100**

Dollars (U.S. \$ **203,000.00**). 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 **JUNE 01, 2028**

. 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 **CITY OF MIDLOTHIAN, COOK** County, Illinois:

SEE ATTACHED LEGAL ADDENDUM "A"
PIN NUMBER 28-10-300-061

which has the address of **14725 S KILPATRICK, MIDLOTHIAN** [Street, City],
Illinois **60445** [Zip Code] ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91

VMP-6R(IL) (9405) VMP MORTGAGE FORMS * (800)821-7291

Page 1 of 6 Initials:



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TOGETHER WITH all the improvements now or hereafter erected 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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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) yearly taxes and assessments which may attain priority over this Security 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 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 a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* (RESPA), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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 Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable 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 accounting 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 Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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.

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 paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender evidence of the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) notifies Lender in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in writing the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion are necessary to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to



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 requesting payment.

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.

Lender may take action under this paragraph 7, Lender does not have to do so. Lender's actions 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 then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, Lender shall not merge unless Lender agrees to the merger in writing. Lender shall not merge with all the provisions of the lease. If Borrower acquires fee title to the Property, on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide created by this Security Instrument or Lender's security interest in the Property or other material impairment of the lien determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith Security Instrument or Lender's security interest, Borrower may cure such a default and reinstate, as provided by this 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, whether civil or criminal, is begun that in Lender's Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall after the execution of this Security Instrument, and shall continue to occupy the Property as Borrower's principal Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application.** Security Instrument immediately prior to the acquisition. Lender shall immediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition. Lender shall immediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 encumbered 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.

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.

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 chosen by Borrower 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

Lender subordinating the lien to this Security Instrument. 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.

Form 3014 9/80

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9/80 (911)

premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower 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 period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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.

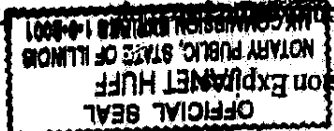
11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower 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; (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, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

This instrument is a copy of the original instrument recorded in Cook County, Illinois.



Notary Public

JANET HUFF

Signature of Notary Public

1998

day of MAY

Given under my hand and official seal, this 20TH

herein set forth.

name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes

I, JANET HUFF, a Notary Public in and for said county and state do hereby certify that DANIEL P WALSH A SINGLE MAN DIVORCED AND NOT SINCE REMARRIED

County ss:

COOK

STATE OF ILLINOIS,

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) DANIEL P WALSH Borrower

Signature of Daniel P Walsh

Witnesses:

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

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

Instrument. [Check applicable box(es)]

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

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. 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.

40996604

1220008(10/99)

ELECTRONIC LASER FORMS - (800)327-0546

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MULTI-RATE ADJUSTABLE RATE RIDER - ARM B-2 - Single Family

Initial:

next Change Date.

(0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%) to the Current

THREE AND 000/1000

percentage point(s) (3.00

(C) Calculation of Changes

information. The Note Holder will give me notice of this choice.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable "Current Index."

Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average

(B) The Index

12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

The interest rate I will pay may change on the first day of JUNE, 2005, and on that day every

(A) Change Dates

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

interest rate and the monthly payments, as follows:

The Note provides for an initial interest rate of 7.25%. The Note provides for changes in the

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Borrower and Lender further covenant and agree as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

PAY.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST

[Property Address]

MIDLOTHIAN, IL 60445

14725 S KILPATRICK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

AN ILLINOIS CORPORATION

INTERSTATE BANK,

Note (the "Note"), or "Security Instrument" of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the

THIS ADJUSTABLE RATE RIDER is made this 20TH day of MAY, 1998, and is

(1 Year Treasury Index - Rate Caps)

ADJUSTABLE RATE RIDER

4475810



Property of Cook County Clerk's Office

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes
 The interest rate I am required to pay at the first Change Date will not be greater than 9.125 % or less than 5.125 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.125 %.

(E) Effective Date of Changes
 My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes
 The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Daniel P Walsh
 DANIEL P WALSH
 (Seal)
 -Borrower

 (Seal)
 -Borrower

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4475810/WALSH
LEGAL ADDENDUM "A"

Parcel 1: Lot 6 in Fourrest Walk Subdivision, a resubdivision of Blocks J and G in Arthur T. McIntosh's Addition to Midlothian Farms, being a subdivision of part of the Southwest 1/4 of the Southeast 1/4 and the East 1/2 of said Southeast 1/4 of said Section 9, the West 1/2 of the West 1/2 of the Southwest 1/4 and the West 33 80ths of the East 1/2 of said Southwest 1/4 of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easement appurtenant to and for the benefit of parcel 1 for ingress and egress as set forth in the Plat of Fourrest Walk Subdivision recorded May 11, 1977 as document 23921655 and as created by deed from Beverly Bank, as trustee under Trust No. 8-5847 to James F. Giancarlo and Patricia Giancarlo, his wife, recorded September 13, 1978 as document 24624116 over and across the North 24 feet of the South 50 feet of Lots 7 and 8 in Fourrest walk Subdivision aforesaid, in Cook County, Illinois.

28-10-300-061

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