

# UNOFFICIAL COPY

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SSB6/0087 US 001 Page 1 of 6  
1998-06-30 12:43:04  
Cook County Recorder 35.50

## AFTER RECORDING MAIL TO:

Beverly Bank  
Loan Service Center  
417 S. Water Street  
Wilmington, IL 60481

LN# 5014033

[Space Above This Line For Recording Data]

FATIC F-12750 MORTGAGE

1081 (8)

THIS MORTGAGE ("Security Instrument") is given on June 22, 1998  
Thomas A O'Connell and Colleen M O'Connell, Husband and Wife

("Borrower"). This Security Instrument is given to Beverly National Bank  
existing under the laws of the United States of America , which is organized and  
417 S. Water Street, Wilmington, IL 60481 , and whose address is  
("Lender"). Borrower owes Lender the principal sum of One Hundred Forty Thousand Dollars and  
no/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 July 1, 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 COOK County, Illinois:  
LOTS 141 AND 142 IN FRANK DELUGACH'S KEDZIE BEVERLY HILLS SUBDIVISION, BEING  
A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF SECTION 13, TOWNSHIP 37 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WEST RIGHT  
OF WAY LINE OF GRAND TRUNK RAILROAD IN COOK COUNTY, ILLINOIS.

P.I.N. #24-13-115-044

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which has the address of 10613 SOUTH WHIPPLE AVENUE , CHICAGO  
[STREET] [CITY]  
Illinois 60655 ("Property Address");  
[ZIP CODE]

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ISG/CMDT/L/0894/3014(0990)-L

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

The Funds shall be held in an institution whose officers are named 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. Lend & may not charge Borrower for holding and applying the Funds, annuallyanalyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits it or it to make such a charge. However, Lender may require Borrower to pay a one-time charge for an individual 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 Lender to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without fee, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit is made. The Funds are pledged as additional security for all sums received by the Security instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leader, Borrower shall pay to Leader on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) property taxes and assessments which may accrue over this Security instrument as a lien on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Leader, in accordance with paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Leader may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth in the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 account 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 notice is given applies to the Funds sets a lesser amount, if so, Leader may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Leader may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses of future Escrow items or otherwise in accordance with applicable law.

1. **Payables due to Participants and Interests**, **Repayments and Late Charges**. Powers and privileges  
payable when due, principal of and interest on the debt evidenced by the Note and any prepayment and late  
charges due under the Note.

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:

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL SEASIDE RESORTS,  
APPLIANCES, AND FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPAIRS, MAINTENANCE 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 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  
claims and demands, subject to any encumbrances or record.

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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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ILLINOIS-SINGLE FAMILY-FINMA/FHLMC UNIFORM INSTRUMENT

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lender shall give Borrower notice at the time of or prior to an inspection specifying reasons of the property. Lender or its agent may make reasonable entries upon and inspections of the property, unless otherwise provided by 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 Lender's rights in the property, or if there is a default under this paragraph, Lender agrees to the merger in writing.
8. Mortgage Insurance. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower fails to pay the terms of payment, these amounts shall bear interest from the date of disbursement to the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the property, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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20. **Hazardous Substances.** Rotowear shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Project. Rotowear shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding two sections shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous

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 once or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer"; this collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer resulting in a sale of the Note or a partial interest in the Note (together with this Security Instrument) to another servicer and the new servicer will assume all obligations of the original servicer under the Note and this Security Instrument. The Note or a partial interest in the Note (together with this Security Instrument) may be sold once or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer"; this collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer resulting in a sale of the Note or a partial interest in the Note (together with this Security Instrument) to another servicer and the new servicer will assume all obligations of the original servicer under the Note and this Security Instrument.

18. Borrower's Right to Redress. If a Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument; disclosed and at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remittances) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment entitling SecuritY Instrument. Those conditions are that Borrower: (a) pays Lender all sums which when due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covariance or agreement; (c) pays all expenses incurred in enforcing this Security Instrument; (d) pays all expenses incurred in curing the Note as if no acceleration had occurred; (e) pays all reasonable attorney fees; and (f) takes such action as Lender may direct in writing, but not limited to, reasonable attorney fees; and (g) releases such action as Lender may reasonably require to assure that the lien of this Security Instrument, (hereinafter referred to as "the Property") is removed.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide 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.

17. The holder of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in Borrower is sold or transferred (or if it is sold or transferred to a beneficial interest in Borrower) 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 such exercise is prohibited by federal law as of the date of this Security Instrument.

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

13. 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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions and the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery 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 of my other address Borrower designates to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender has given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

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

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

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

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |                                                  |                                                         |                                                 |
|--------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <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"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |                                                         |                                                 |

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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.

I, NOEL A. CONNELL, a Notary Public in said County and State do hereby certify that Thomas A. O'Connell and Colleen M. O'Connell, Husband and Wife

STATE OF CALIFORNIA  
County of San Joaquin

**BONNOWER**  
**(SHEA)**

BORROWER  
(SHE)(HE)

Colleen M. O'Connell  
-BORNPOWER  
(SHEA)

James A. O'Connell - BORROWER  
(Seal)

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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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