

# UNOFFICIAL COPY

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Cook County - IL

RECORD AND RETURN  
SHAMROCK BANCORP, INC  
1307 Butterfield Road #400  
Downers Grove IL 60515

Prepared by:

6977134

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 11, 1998

The mortgagor is

RAELE A. SLEIGH and SHARON E. SLEIGH HIS WIFE

("Borrower"). This Security Instrument is given to  
SHAMROCK BANCORP, INC

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1307 Butterfield Road #400, Downers Grove, IL 60515

("Lender"). Borrower owes Lender the principal sum of \$27,150.00

Dollars (U.S. \$ 27,150.00)

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 May 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.

LOT 12 IN ROBERT H. BARTLETT'S LAGRANGE HIGHLANDS UNIT NO. 1 BEING A SUBDIVISION OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1945 AS DOCUMENT NO. 13580367 IN COOK COUNTY, ILLINOIS  
PT# 18 06 498 002

Parcel ID #

which has the address of  
Illinois 60525

5315 EDGEWOOD AVENUE

LAGRANGE

[Street, City]

(Zip Code) ("Property Address").

ILLINOIS Single Family FNMA FHLMC UNIFORM  
INSTRUMENT Form 3014 9-90  
Amended 8-96

2006ILLI 44

ILLINOIS  
MORTGAGE  
REGISTRATION  
AND  
FILING  
SYSTEM



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Form 301A 9/90

This instrument is made by Lender, a resident of the State of New York, and by Borrower, a resident of the State of New York, to witness the execution whereof, the parties have come together at the office of the undersigned Notary Public, and have executed this instrument in the presence of each other.

THIS IS TO CERTIFY THAT THE PARTIES HERETO ARE RESIDENTS OF THE STATE OF NEW YORK AND THAT THIS INSTRUMENT WAS EXECUTED IN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties have signed this instrument this day of January, 1990.

\_\_\_\_\_  
Lender  
\_\_\_\_\_  
Borrower

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\_\_\_\_\_  
Lender  
\_\_\_\_\_  
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Lender  
\_\_\_\_\_  
Borrower

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property, damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

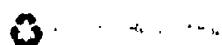
**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy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

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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Form 501A 990

or any other address. Borrower declares he agrees to lendee. Any notice to Lender shall be given by first class mail to him by this class mail unless otherwise so ordered. Any notices or other correspondence shall be directed to the Proprietary Address.

13. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing to Borrower. If a registered lender prepays the recording fee required as a final programming without any postage to Borrower, he shall be liable to pay such postage. The record fee shall be paid by the Lender or his mark in a direct manner. Lender may charge for mailing the instrument and for any sum already prepaid by the Lender, which amount will be reimbursed to Lender or his mark in a direct manner if the charge is made.

14. **Waiver.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing to Lender or his mark in a direct manner if the charge is made.

15. **Law Changes.** If the law changes in substance Instruments as applied by the Lender, such changes shall be made by the Lender or his mark in a direct manner if the charge is made.

16. **Successors and Assigns.** *(a) Assignment.* The Lender may assign his interest in this Security Instrument to the Note without his consent and no assignment shall affect the obligations of Lender to pay the sums secured by this Security Instrument and no assignee shall be liable for any amount due or to become due under the Note.

*(b) Successors and Assignees.* *(a) Assignment.* The Lender may assign his interest in this Security Instrument to the Note without his consent and no assignment shall affect the obligations of Lender to pay the sums secured by this Security Instrument and no assignee shall be liable for any amount due or to become due under the Note.

*(c) Successors and Assignees.* *(a) Assignment.* The Lender may assign his interest in this Security Instrument to the Note without his consent and no assignment shall affect the obligations of Lender to pay the sums secured by this Security Instrument and no assignee shall be liable for any amount due or to become due under the Note.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

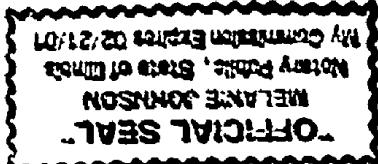
**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows.

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless



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Given under my hand and affixed seal this  
several and delivered the said instrument as  
subscribed to the foregoing instrument appeared before me this day in person and acknowledged that  
personally known to me to be the same to whom(s) whose name(s) above named

1990 Public record and take due notice hereby cordly  
as above. I do solemnly declare that the above names and marks are correctly certified  
and true.

Subscribed and sworn to before me this day of April 1990 by  
John [Signature] Notary Public in and for the County and State of Indiana  
(Seal)

Witnessed in the presence of  
John [Signature] Notary Public in and for the County and State of Indiana  
(Seal)

21. Rider to this Security Instrument. It one of note riders are executed by Borrower and recorded together with this  
Security Instrument, the provisions and requirements of each such rider shall be incorporated into and shall amend and supplement  
the components and requirements of this Security Instrument as it the rider(s) are a part of this Security Instrument.  
22. Rider. I pay payment to all sums secured by this Security Instrument. I under shall release this Security Instrument  
when due in Borrower. Borrower shall pay any reparation costs  
23. Waiver of Homestead. Borrower avows all right of homestead exemption in the Property.

24. Rider to this Security Instrument. It one of note riders are executed by Borrower and recorded together with this  
Security Instrument, the provisions and requirements of each such rider shall be incorporated into and shall amend and supplement  
the components and requirements of this Security Instrument as it the rider(s) are a part of this Security Instrument.  
25. Rider. I under shall the entitled to collect all expenses incurred in providing the remedies provided in this instrument  
arising by this Security Instrument without further demand and may prosecute this Security Instrument by judgment  
or before the date specified in the notice. Rider, at his option, may require immediate payment in full of all sums  
impartial Borrower or of any other debtor of Borrower to account and demand to account in the event of payment the  
amount required by this Security Instrument, provided however by judicial proceeding and sale of the Property. The writer shall further  
(d) that failure to make the detail on or before the date specified in the notice may result in acceleration of the sum  
(e) a date, not less than 30 days, from the date the notice is given to Borrower, in which the default must be cured and  
applicable law provides otherwise). The notice shall specify: (a) the details; (b) the action required to cure the default;

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