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AFTER RECORDING MAIL TO:

LaSalle FSB, N.A.
1350 N. Paulina Ave.
Chicago, IL 60603
AP# CUMMIN, P5729483
LN# 5729483

98197142

REF# 01 RECORDING \$35.00
TREC# TRAS 1835 03/12/98 11:35:00
FILE # RC # 98-197142
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **March 2, 1998** by **Patrick F. Cummings and Mary Ann Cummings, Husband and Wife**

("Borrower") This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America, which is organized and existing under the laws of The United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of One Hundred Fifty Seven Thousand Five Hundred Dollars and no/100 Dollars (U.S. \$157,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **April 1, 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 Cook County, Illinois:

LOT 31 IN SHEKLETON'S ORIOLE PARK BEING A SUBDIVISION OF PART OF LOTS 14 TO 17 IN CIRCUIT COURT PARTITION A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND ALSO THAT PART LYING WEST OF THE EAST LINE OF ROAD OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

09-25-222-013-0010 ,

which has the address of

7434 W. Lawler Ave.

Niles
(CITY)

Illinois 60714
(ZIP CODE)

(Property Address):

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3C14(0990)-L PAGE 1 OF 8

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BOX 333-CTI

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If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall accrue interest on the excess funds in accordance with the requirements of applicable law. If the amount to Borrower for the excess funds 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, unless otherwise specified, or entirely (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, land or may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or verifying the Escrow items, unless lender pays Borrower interest on the Funds and applicable law permits it to make such a charge. However, lender may require to pay a one-time charge for holding real estate tax refunding services used by lender in connection with this loan, unless applies 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 accrualing of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this instrument.

2 Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, portion of 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 (e) vastly taxes and assessments which may strain priority over this Security instrument as a lien on the Property, (b) yearly leasehold payments or ground rents on the Property, (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 Lender, in accordance with the provisions of paragraphs 8, in letter, c), 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 amount required under the Federal Real Estate Settlement Procedures Act of 1974 as amended from Borrower's Escrow account for a Federal, state or local mortgage loan may require for Borrower's security under any other item under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law applies to the Funds sets a lesser amount. If a Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Escrow items otherwise in accord, scarce with applicable law.

1. **Highwater or Principal and Interest; Repayment and Late Charges.** Borrower shall promptly pay when due, the principal and interest on the debt evidenced by the Note and any prepayment and late charge; due under the Note.

OUR CHIEF GOVERNORS, BORROWER AND LENDER GOVERNOR AND AGREE AS FOLLOWS:

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.

ROH-POWER CUVENANT 1 states Rotower is liable for any demands, subject to any encumbrances or record.

1. **FACT 1:** WHICH WILL BE THE PRIMARY INVESTMENTS NOW OR HEREAFTER RELATED OR RELATEDLY RELATED TO THE PROPERTY, AND AN ASSESSMENT OF APPURTENANCES, AND FEATURES NOW OR HEREAFTER RELATED OR RELATEDLY RELATED TO THE PROPERTY, AND AN ASSESSMENT OF ADDITIONS, REPACHEMENTS AND ADDITIONS SHALL ALSO BE CARRIED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS "PROPERTY".

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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 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 periods 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.

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Unless less 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 insure the property against damage to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

Unless less damage is suffered or repair of the Property is required, insurance proceeds shall be applied to restoration or repair of the Property in writing. Insurance proceeds shall be applied to lessor's security if the restoration or repair is not economic, lessable or Lender's security is not lessened. If the restoration or repair is not economic, lessable or Lender's security would be lessened, the insurance proceeds shall be applied to the sums received by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower surrenders this instrument, whether or not then due, with any excess paid to Borrower, the insurance proceeds shall be applied to the sums received by this Security instrument or to pay sums secured by this Security instrument, whether or not then due. The 30-day period of waiting begins when the notice is given.

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 receives a statement promptly giving to Lender all receipts of paid premiums and renewal notices. In the event of loss, shall promptly give to Lender all notices to the insurance carrier and Lender may make proof of loss if Bon owner shall give prompt notice to the insurance carrier and Lender may make proof of loss if not trade promptly by Borrower.

30 Borrower shall, promptly discharge any lien which has priority over this Security Instrument unless (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contemplates in good faith the lien by, or defers a settlement of the lien in a manner acceptable to Lender; or (c) secures proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (d) secures the holder of the lien in a manner satisfactory to Lender superimposing 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.

4. Changes; Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions affecting property which may attain priority over this Security instrument, and leasehold payments attributable to the property which may attach prior to or under circumstances creating liens, charges, or liens, or agreements, or otherwise, in the manner provided in paragraph 2, or in any other manner, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payment's.

3. Application of Payment. 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 charges due under the Note.

Upon payment in full of all sums secured by this security instrument, Lender shall apply any Funds borrowed any Funds held by Lender to the acquisition or sale as a credit against the sums secured by this Security Instrument.

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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 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 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

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13. **Loan Charges.** "If the loan is secured by this Security instrument is subject to a law which sells 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 charge already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose: (a) make this refund by reducing the principal owed under the Note or by making a principal payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. **Succession and Assiging Powers:** Joint and Separate; Jointly; Co-signers. The coverants and agreements of the Security instrument shall bind and benefit him 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 it; (b) is not liable to pay the principal, interest or other amounts due under the Note; and (c) agrees that Lender and any other creditor or beneficiary 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 creditor may agree to extend, modify, restructure or make any accommodations with regard to the terms of this Security instrument that Borrower's consent.

Unless otherwise agreed in writing, any application or proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of clause 10 above until such payments have been made.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in consequence of any condemnation or other taking of any part of the Property, or for convenience in lieu of 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 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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- IHDA Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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Given under my hand and official seal, this 2nd day of March,	
My commission expires: OFFICIAL SEAL	
Linda C. Lopez	Notary Public, State of Illinois
My Commission Expires 12/9/98	
Notary Public Notary Public	
This instrument was prepared by: Pina Iglesias	
Address: 1350 E. Touhy, Suite 160 West Des Plaines, IL 60018	

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.

STATE OF ILLINOIS , 200X , County: [Space below line for Acknowledgment]
[Signature] _____
I, Laura Cummings, a Notary Public in said county and state do hereby certify that
Patrick F. Cummings and Mary Ann Cummings

-BORROWER
(SEAL)

BORROWER
(SEAL)

-BOBBY DOWER
(SEAL)

SEAL (SEAL)
BORGPOWER

Mary Ann Clappings -BORGOWER
(SEAL)

PATRICK F. CUMMING - BORROWER
(SEAL)

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 addendum(s) executed by Borrower and recorded with it.

LIN# 5729483

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