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1998-04-09 12:15:09
Cook County Recorder 31.50



Prepared by: SHAWN PETRYNIEC
RECORD AND RETURN TO:
LINCOLN MORTGAGE & FUNDING CORP.
870 E. HIGGINS #132
SCHAUMBURG, ILLINOIS 60173

MORTGAGE

Loan No. 602452413

6

THIS MORTGAGE ("Security Instrument") is given on March 30, 1998 . The mortgagor is
CARL F. BATOR and MARY GRACE BATOR, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
LINCOLN MORTGAGE & FUNDING CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 870 E. HIGGINS, #132, SCHAUMBURG, ILLINOIS 60173
("Lender"). Borrower owes Lender the principal sum of
One Hundred Thousand and no/100-----

Dollars (U.S. \$ 100,000.00).

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 April 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 3 IN BLOCK 13 IN FREDERICK H. BARTLETT'S SECOND ADDITION TO BARTLETT'S
HIGHLANDS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF
SECTION 7, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

SASA DIVISION OF INTERCOUNTY
Unit A 515/6078C 262

PIN 19-07-427-061
which has the address of 5408 SOUTH NASHVILLE CHICAGO [Street, City],

Illinois 60638 [Zip Code] ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90
Amended 6/91

LSMP -8R(IL) 105037.07

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VMP MORTGAGE FORMS • (800)621-7291



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Form 3014 Sub

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ERIL 500201

Hand:

this Security Instrument. If Leader determines that any part of the Property is subject to a lien which may attach prior to or after execution of this Note; or (c) secures from the holder of the lien an agreement satisfactory to Leader authorizing the holder of the lien to, legal proceedings which in the Leader's opinion operate to prevent the by, or defrauds against secured by the lien in a manner acceptable to Leader; (b) contains in good faith the lien writings to the payment of the obligation secured by the Note in a manner acceptable to Leader; (a) agrees in Borrower shall promptly pay over this Security Instrument unless Borrower:

If Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payments. To the person owed payment, Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. These obligations in this manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay 4. Charges: Leader, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property due, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid under paragraph 2;

of the Property, shall apply any Funds held by Leader at the time of acquisition or sale as a credit, against the sums secured by this Security Instrument.

Funds held by Leader. If, under paragraph 2, Leader shall acquire or sell the Property, Leader, prior to the acquisition or sale upon payment in full of all sums secured by this Security Instrument, Leader shall promptly refund to Borrower any twelve monthly payments, at Leader's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower twelve pay to Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Leader may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, the amount of the Funds held by Leader at any application law requires interest to be paid, Leader shall not be required to pay Borrower any interest or earnings on the Funds held by Leader in connection with this loan, unless a valid cause of action exists in law reporting services used by Leader. However, Leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service a charge. Escrow items, unless Leader pays Borrower interest on the Funds and applies law requiring the Funds held by Leader in connection with this loan, unless Leader may not charge Borrower or holding and applying the Funds, annually applying the escrow account, or verifying the Escrow items. Leader may not charge Borrower interest on the Funds, unless Leader is required to pay the Funds held by Leader, if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the including Leader, if Leader is held in an institution whose deposits are insured by a federal agency, instrumentality, or entity.

The Funds shall be held in accordance with applicable law. Escrow items or otherwise in accordance with applicable law. Leader may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Leader may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future 1974 as amended from time to date, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgage loan: any advance for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Leader may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Leader for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Leader, in accordance with or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments Leader on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leader, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the various by jointure to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will offend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the entire 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

togethers All of the foregoing is referred to in this Security Instrument as the "Property".

Guarantees now or hereafter a part of the property. All improvements and additions shall also be covered by this Security

TOGETHHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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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 3014 9/90

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14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address of my other addresses Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

make my collection demands within regard to the terms of this security, notwithstanding of any other instrument or note which sets maximum loan charges, 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 loan to the permitted limits; and (b) any sums already collected from Borrower which exceed 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 partial payoff to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any penalty to Borrower.

Broker may exercise his/her right to terminate this Agreement in the following circumstances:

12. Successors and Assigns Bound; Joint and Several Liability; Co-signature. 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 meet wage, garnet and convey law requirements; (b) is not personally obligated to pay the sum Borrower's interest in the Property under the terms of this Security Instrument; (c) is not personally liable to pay the sum

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.

11. Borrower Not Released; Right to Extend. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument greater than a year 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 of Borrower's obligation to the original Borrower or Borrower's successors in interest if such extension is made by the original Borrower or Borrower's successors in interest for the purpose of amending or modifying the terms of this Security Instrument.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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, as its option, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not due.

whether or not the debt due, which any excess paid to Borrower, in the event of a partial taking of the Property in which the 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, shall be reduced by the amount of the sums secured by this Security instrument 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 due due.

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.

9. Inspection. Leader or its agent may without agreement determine software and hardware of application system.
10. Confidentiality. The proceeds of any award of claim for damages, direct or consequential, in connection with any disclosure ends in accordance with any written agreement determined by the parties.

obtain coverage subsequently 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 alternative mortgage insurer approved by Lender. If subsequently equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to the premium paid by Lender to the original insurer plus interest thereon at the rate of 10% per annum.

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

Initials: 
Date: 

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1012038 (100) 8-10-8 100000

1000 100

9-10 a.m.

Mauri Public
Property

Court/ :
AND AND WIFE
Notary Public is seal for and country and state do hereby certify
personally known to me to be the same person(s) whose name(s)
day in person, and acknowledged to me
day of March 1998
they
doe and voluntary act, for the uses and purposes herein set forth.

105

100S

Boettcher
(1985)

~~WATER CHARGE BATOR~~

MART P. BATHOR

Second Home Rider
Bi-weekly Payment Rider
14 Family Rider

Cardio-mitum Rider
Planned Unit Development
Rate Improvement Rider
Other(s) [Specify]

Adjustable Rate Rider
 Graduated Premium Rider
 Balloon Rider
 VA Rider

1. Applicable law provides otherwise). The notice shall specify: (a) the default; (b) the section required to cure the default;
and by this Security Instrument, notice given to Borrower by judicial proceeding or acceleration of the note may result in the sale of the Property. The notice shall be cured if the default is cured; and
before the date specified in the notice, Lender, at its option, may require immediate payment of all expenses of a default or any other default of Borrower after acceleration and the right to assert in the foreclosure proceeding the rights of the Noteholder under this instrument and without demand and notice, may repossess the property. The notice shall be cured if the default is cured;
but not limited to, reasonable attorney fees and costs of title evidence. If the default is not cured on the due date, not less than 30 days from the date the notice is given to Borrower, by written notice to cure the default on or before the date specified in the note, Lender shall be entitled to collect all expenses incurred to pursue the remedies provided in this paragrapgh.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. If one or more riders are executed by Borrower and recorded together with this instrument, it shall be incorporated into and shall be deemed a part of this Security Instrument.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.