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NON-UNIFORM COVENANT. Borrower and Lender further covenants and agrees as follows:

19. 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 paragraphs 13 and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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.

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

23. 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)]

- 001182
001183
- | | | |
|--|---|---|
| <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"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Philip J. Ganka _____ (Seal)
PHILIP J. GANKA _____
Borrower

Diane Koch Ganka _____ (Seal)
DIANE KOCH-GANKA _____
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS.

Cook

County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Philip J. Ganka and Diane Koch-Ganka, HUSBAND AND WIFE, 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.

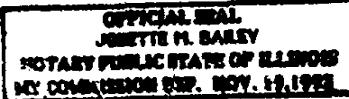
Given under my hand and official seal, this 1st day of December, 19 89

My Commission expires: 11-19-92

This Document Prepared By:
JENNIFER DEMIRO

RECORD AND RETURN TO:
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

Jennette M. Bailey
Notary Public



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THIS STATEMENT LATTER MEET combines uniform documents for national use and non-uniform documents with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower is liable to the title to the Property against all claims and demands, subject to any encumbrances of record.

Holder will defend and convey the Property to the title to the Property is unencumbered, except for encumbrances of record.

HOLDER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacement agreements and additons shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacement agreements and additons shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

60631

("Property Address"):

ILLINOIS

6115 OTTAWA (Street)

CHICAGO (City)

which has the address of

TAX ID #: 12-01-123-006

1945, AS DOCUMENT NO. 1066049.

ACCORDING TO THE PLAT OF SAID FIRST ADDITION EXISTED JUNE 14,

THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF

RIDGE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE

LOT 12 IN FIRST ADDITION TO GEORGE C. YUS, CONFELD TALCOTT

located in COOK County, Illinois;

Note: For this purpose, Borrower does hereby acknowledge, grant and convey to Lender the following described property

Security instrument: (a) the payment of all other sums which interest, and advanced under paragraph 7 to protect the security of this

Securities to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and

paid earlier, due and payable on DECEMBER 1, 2019.

Paid the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not

dated the same date as this Security Instrument ("Note"). This debt is evidenced by Borrower's note

ONE HUNDRED EIGHT THOUSAND & 00/100

Borrower owes Lender the principal sum of

("Lender").

THE FIRST CHICAGO BANK OF MOUNT PROSPECT, IL 60056

which is organized and doing business of THE STATE OF ILLINOIS

, and whose address is

111 E. BURKE AVENUE MT. PROSPECT, IL 60056

("Borrower"). This Security Instrument is given to

PHILIP J. GANNA and DIANE KOCH-GANNA, HUSBAND and WIFE

19 89th mortgagors ("Security Instrument") is given on DECEMBER 1st

MORTGAGE

1939 DEC 1 - 1 PM 3:58

CAROL REGISTRAR OF TITLES

3844430
LOAN # 550520

REPAVED BY AND MAIL TO: MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181
MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181
SUBMITTER: ADDRESS: PHONE: FAX: E-MAIL:
3844430

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, 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.

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.

10. 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.

11. 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.

12. 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 had no acceleration 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 paragraphs 13 or 17.

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the date of disbursement at the Note rate and shall be payable to other terms of payment, upon notice from Lender to Borrower.
Security interest in amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this
Lender may take action under this Paragraph 7, Lender does not have to do so.

Lender, appearing in court, paying reasonable attorney fees and entering on the property to make repairs. Although
instrument, appearing in court, paying reasonable attorney fees and entering on the property to make repairs. Although
in the Property, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights
regulations, such as proceeding in bankruptcy, probable, for condemnation or to enforce laws or
Lender's rights in the Security instruments, or there is a legal proceeding that may significantly affect
covenants and agreements contained in this Security instrument or to perform the
7. Protection of Lender's Rights in the Property; Rights in the Property. If Borrower fails to perform the
use of force in writing.
Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall and
change the Property to determine of committal waste. If this Security instrument is on a leasehold and
Instrument immediately prior to the merger in writing.
6. Preservation of Property; Leaseholds. Borrower shall not destroy, damage or subdivide
from paragrapah 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting
under paragrapah 1 and 2 or change the amount of principal, interest or fees due to the extent of the sums secured by this Security
postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, if
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or
when the notice is given.

the Property or to pay sums secured by this Security instrument, whether or not then due. The original or regular
Borrower abandons the Property, or days not answer within 30 days a notice from Lender that the measure carries has
applied to the sums secured by this Security instrument, whether or not then due, until any excess paid to Borrower. If
restoration or repair is not economical feasible and Lender's security would be lessened, the insurance proceeds shall be
of the Property damaged, if the restoration of repair is economic, insurance proceeds shall be applied to restoration or repair
unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair
carries Lender may make prompt payment by Borrower to Lender notice to the insurance
all receipts of paid premiums and renewals, in the event of loss, Borrower shall give to Lender a standard mortgage clause,
Lender shall have the right to hold the policies and renewals, and for the periods that Lender requires. The
All insurance policies and renewals shall be chosen by Borrower subject to Lender's approval which shall be
unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be
insured against fire, hazards included within the term "exten sed coverage" and any other hazards for which Lender
insured against loss by fire, hazards included within the term "exten sed coverage" and any other hazards for which Lender
5. Hazard Insurance. Borrower shall keep the major hazard coverage existing or hereafter erected on the Property
of the giving of notice.

the giving of notice, Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days
to be paid under this Paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender
pay them on time directly to the person or entity holding the security instrument, Lender may give Borrower a
Borrower shall pay these obligations over the period of any part of the Property, or (c) secures from the holder of the lien an
prevent the lien by, or demands specific enforcement of the lien in, legal proceedings which in the Lender's opinion operate to
part the Property which may attain priority over this Security instrument, and Lender's claim in good
agrees in writing to the obligee, accrued by the lien in a manner acceptable to Lender; (b) consents in good
Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower:
receives evidence of payment the payment.

Note, to amounts paid in under Paragraph 2, four to ten, to interim charges, to prepayment charges due under the
Paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under
than immediate after to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of
any Funds held by Lender, if under Paragraph 19 the Property is sold or acquired by Lender, Lender shall promptly refund to Borrower
Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower
amount necessary to make up the deficiency in one or more payments as required by Lender.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to
the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,
at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds, if the
amount of the escrow held by Lender, together with the future monthly payments of Funds payable prior to
Funds made. The Funds are pledged as additional security for the sums secured by this Security instrument,
annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the
shall not be required to pay Borrower any interest on the Funds held by Lender and Lender may agree in writing
reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender shall agree in writing
by Lender in connection with Borrower's entering into this Security instrument to pay the cost of an independent tax
Lender pays Borrower interest on the Funds and applicable law permits to make such a charge. A charge assessed
Lender may not charge for holding and applying the Funds to pay the escrow items, unless
The Funds shall be held in an institution the deposits of which are insured by a federal
or state agency (including Lender is such an institution). Lender shall apply the Funds to pay the escrow items
basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits of which are insured by a federal
mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the
leasehold payments of ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly
one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) funds
to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), equal to
2. Funds for Taxes and Insurance. Subj ect shall apply to the Funds to pay the escrow items.
the principal of principal and interest; Prepayment shall promptly pay when due
1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: