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5/25/2004

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 25th 1991. The mortgagor is EMILY ROSELAND, DIVORCED AND NOT SINCE REMARRIED ("Borrower"). This Security Instrument is given to CHEMICAL FINANCIAL CORPORATION, which is organized and existing under the laws of ILLINOIS, and whose address is 377 E. BUTTERFIELD RD., #175, LOMBARD, ILLINOIS 60148 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTEEN THOUSAND AND 00/100 Dollars (U.S. \$15,000.00). 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 FEBRUARY 1, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

THE WEST 3 1/3 FEET OF LOT 5 AND ALL OF LOT 6 IN W.F. KAISER AND COMPANY'S SUBDIVISION OF BLOCK 1 IN W.F. KAISER AND COMPANY'S THIRD ALBANY PARK SUBDIVISION OF BLOCKS 13 AND THAT PART OF BLOCK 4 LYING SOUTH OF THE CENTER LINE OF THE NORTH BRANCH OF CHICAGO RIVER IN JACKSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX #13-12-302-007

NOTE IDENTIFIED

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which has the address of 3118 W CARMEN (Street) (City) CHICAGO

Illinois 60625 (Zip Code) ("Property Address");

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 replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014-11/90  
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377 E. BURTERRELL RD., #175, LOMBARD, ILLINOIS 60148  
(Address)

CHEMICAL FINANCIAL CORPORATION

This instrument was prepared by:

The seal is circular with a five-pointed star in the center. Around the star, the words "THE COMMONWEALTH OF MASSACHUSETTS" are written in a circular pattern. The entire seal is surrounded by a decorative border.

### My Commission expires:

Given under my hand and official seal, this

set forth.

BY SIGNING BELOW, BOTTWELL ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- Adaptations of Rate Kicker**
- Conditionalism Kicker**
- 2nd Ramify Kicker**
- Planned Unit Development Rider**
- Graduated Payment Rider**
- Other(s) [Specify]**

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 judgment sale, Lender or by judicially appointed receiver(s) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those parts due. Any rents collected by 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 receivables, bonds and reasonable attorney's 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 Foreclosure. Borrower waives all right of homestead exception in the Property.

23. Rights to Security Instrument. If one or more trustees are executed by Barrower and recorded together with this Security Instrument, the covenants and agreements of each such trustee shall be incorporated into and shall amend and supplement the documents of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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 from the date given to Borrower, required to cure the default, (c) a date, not less than 30 days after the notice shall specify; (b) the action required to cure 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 sum secured by this Security Instrument, provided further that the date specified in the notice is given to Borrower, by which the default must be cured.

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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; 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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in the Property. Lender's actions may include paying reasonable attorney fees and entering on the property over this Security instrument, apprising in court, paying reasonable attorney fees and entering on the property to make repairs. Although

7. Protection of Lender's Rights in the Property: Borrower fails to perform the agreements and obligations contained in this Security Instrument, or there is a proceeding in bankruptcy, probate, for confirmation or to enforce laws or

3. The recipient shall not make use of the Property to determine or implement any policy, program, or procedure which would violate the provisions of the lease, and if Borower acquires fee title to the Property, the lessee shall have the right to sue for specific performance.

possession of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments if under paragraph 19 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 so the extent of the sums secured by this security instrument immediately prior to the acquisition.

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.

All insurance policies and renewals shall be susceptible to cancellation if not made promptly by Borrower.

3. **Insured Insurer:** Borrower shall keep true improvements now existing or hereafter erected on the property measured against loss by fire, hazards included within the term "extincted coverage," and any other hazards 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.

the Property is subject to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**3. Application of Payments.** Unless applicable under Paragraph 2; second, to interest due; and last, to principal due, paragraphs 1 and 2 shall be applied: first, to amounts payable under Paragraph 2; otherwise, all payments received by Lender under

any Funds held by Lender or under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than the date of the sale of the Property to Lender, any Funds held by Lender at the time of acquisition as credit against the sum received by this Security Instrument.

If the amount of funds held by Lender, together with the future monthly payments of funds payable prior to the due dates of 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 Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one of more payments as required by Lender.

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay interest or carings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds. The Funds are pledged as additional security for the sums secured by the Security interest.

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's failure to pay the cost of an independent accounting service shall not be a charge for purposes of the preceding sentence.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this security instrument; (b) yearly hazard insurance premiums; and (c) yearly property, if any; (d) yearly rent on ground rents or premiums of insurance policies held by a general basis of mortality and reversionary items, if any. These items are called "reversionary items." Lender may estimate the Funds due on the basis of current data held in an estimation of future accruals of which are issued or deposited at the discretion of the Fund.

1. Payment of Practical and Interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of Practical and Interest Prepayment and any Late Charges. Borrower shall pay when due the principal of the Note and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

