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WILLIAM J. JANINKE

AMERICA TITLE COMPANY
83 NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60602

318932

Space Above This Line For Address
MORTGAGE
Submitted by
Address
From Data
Delivery on 99

Account
Doc. 3969253
AC
NC

THIS MORTGAGE SECURITY INSTRUMENT WAS DRAWN AND FORWARDED BY THE MORTGAGEE TO THE BORROWER AT THE ADDRESS INDICATED ABOVE AND GRISelda CHALDEZITS WIFE

MIDWEST SAVINGS BANK (Borrower). This Security Instrument is given to THE STATE OF ILLINOIS which is organized and existing under the laws of and whose address is 211 COMMONS DRIVE ROSELAND, IL 60440

(Lender). Borrower owes Lender the principal sum of Dollars U.S. \$106,200.00. 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 JULY 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 of the Note; (b) the payment of all other sums, with interest, as provided under paragraph 4 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 13 1/2 FEET THE NORTH 6.25 FEET THEREOF) AND THE NORTH 12 FEET OF LOT 9 IN PARCEL 1, N. LAWRENCE 1/2 5TH STREET ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 5120 S. HAMBLEN AVENUE CHICAGO Illinois 60632 (City)

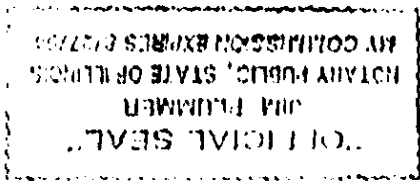
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NOTARY PUBLIC, STATE OF ILLINOIS



MARGOT STANLEY
324 COMMUNITY DRIVE
POLKSBORO, IL 60410
Address

This instrument was prepared by

My Commission expires:

Given under my hand and official seal, this

forth

and delivered the said instrument as

free and voluntary act and purpose, the said

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

personally known to me to be the same persons who are named in the

do hereby certify that

ANNE, CHRISTINE, AND JAMES STANLEY

Notary Public in and for said county and state

Margot Stanley

STATE OF ILLINOIS

County of

Polk

110 60 1121

GREGORY CHAIKIN
Social Security Number

Gregory Chaiyin

110 60 1121

ANDRES CHAIKIN
Social Security Number

Andres Chaiyin

Witnesses:

BY SIGNING HER/OW, Borrower accepts and agrees to the terms and covenants contained in the Security Instrument and in any riders) executed by Borrower and recorded with it

(Others) (specify)

Balloon Rider

Graduated Payment Rider

Adjustable Rate Rider

Rate Impassement Rider

Planned Exit (Development) Rider

Prepayment Rider

Second Home Rider

Reverse Payment Rider

Loan As Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and supplement the covenants and agreements of this Security Instrument as if the rider(s) were included in the Security Instrument. (Check applicable boxes)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all the fixtures now or hereafter a part of the property. All replacements and additions shall also be a part of the Property. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate heretofore conveyed and hereby conveys, mortgages, grants and conveys 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, and against all encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and nonuniform provisions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS—Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, and the Note is paid in full, a sum of Funds to cover yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, and such other annual payments or ground rents on the Property, if any, (i) yearly hazard or property insurance premiums, if any, (ii) yearly fire or insurance premiums, if any, (iii) yearly mortgage insurance premiums, if any, and (iv) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. If such items are called "Escrow Items" Lender may, at any time, collect and hold Funds in an amount not less than the amount of amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Uniformed Transfers to Minors Act of 1975 as amended from time to time (U.T.M.A.), or any other law that applies to the Funds set a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an escrow account who is depository, as defined by a federal agency, institution, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall use the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually or otherwise, in an escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds, and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an escrow and payment of estate tax reporting service used by Lender in connection with this loan, unless applicable law prohibits such a charge. If an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay interest on the Funds or on 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 accounting of the Funds, showing credits and debits to the Funds, and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all obligations secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items, Lender may so notify Borrower in writing, and in such case Borrower shall pay to Lender the amount necessary to pay the deficiency. Borrower shall make any deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. 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 interest payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and shall hold payments or ground rents on the Property. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of payments to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts of the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower notifies in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, discontinue or discharge the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion are not necessary to the enforcement of the lien, or to secure, from the holder of the lien an agreement satisfactory to Lender, and in discharge of 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 of liability on 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 improvement now or hereafter erected on the Property insured against loss by fire, hazards included within the terms of standard coverage, and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the term

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condemnation or other taking of any part of the Property or for any reason and for all condemnation or other taking, the amount shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the payment of the principal of the Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds which the fair 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 immediately before the taking, only, Borrower and Lender otherwise agree in writing, shall be applied to the sums secured by this Security Instrument shall be reduced by the amount of the proceeds from the taking of the Property in 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing, the proceeds shall be applied to the sums secured by this Security Instrument in the following order: (a) the sums secured by this Security Instrument which are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the same may be so, 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 the redemption or repayment of 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 be used to postpone the due date of the monthly payments referred to in paragraph 10 and shall not change the amount of any payment.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender in any circumstance, or any act of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors or interest. Lender shall not be required to commence proceedings against any obligor on account of failure to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any forbearance by Lender or Borrower or Borrower's successors or 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.

12. Successors and Assigns Bound; Joint and Several Liability; Cosigners. This Security Instrument and the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, and the provisions of paragraph 17, Borrower's covenants and agreements, shall be joint and several. Any Borrower, by executing this Security Instrument but does not execute the Note, (a) is assuming this Security Instrument, in trust, only to maintain, protect and defend the 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 amend, modify, add to or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which permits a charge to be made for charges, and that law is finally interpreted so that the interest on the loan charges collected for in excess of the amount permitted with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount of the excess and the charge to the permitted limit; and (b) any sums already collected in excess of the permitted limit shall 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 shall be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person 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 a copy is 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 and it 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 conforming copy of the Note and this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any other interest it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a party to the sale, without Lender's prior written consent, Lender may, at its option, require immediate payment or full or partial prepayment of this Security Instrument. However, this option shall not be exercised by Lender if the exercise is prohibited by law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of the acceleration. The period of time shall be not less than 30 days from the date the notice is delivered or the date the notice is published. The notice shall be given in the manner provided in this Security Instrument. If Borrower fails to pay these sums prior to the expiration of the period of time specified, the remedies permitted by this Security Instrument without further notice shall apply to Borrower.

18. Borrower's Right to Reinstate. If Borrower makes payments on the loan, Borrower shall have the right to reinstate enforcement of this Security Instrument discontinued at any time prior to the date of the final day of non-payment of principal.

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