

UNOFFICIAL COPY

3972002

OTR-05-147

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011890631

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 7, 1991. The mortgagor is DONALD F VACKER AND EILEEN A VACKER, HIS WIFE

("Borrower"). This Security Instrument is given to St. Paul Federal Bank for Savings

which is organized and existing under the laws of United States of America, and whose address is 6700 W. North Ave., Chicago, Illinois 60635

("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO./100

..... Dollars (U.S. \$ 60,000.00)). 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 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, 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 57 IN BIG RUN ACRES UNIT 2, A SUBDIVISION OF PART OF
THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP
37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PIN. #22-31-307-004-0000

NOTE IDENTIFIED

3972002

which has the address of 1275 FAIRWAY, LEMONT,
(Street) (City)

Illinois 60439, ("Property Address");
(Zip Code)

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1 IL 20-01

Form 3014 B/BD (Printed 6 pages)

W.D. P.M.

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BARKERS SYSTEMS INC. ST CLOUD, MINNESOTA (1-800-391-2241) FORM AND FILE 2891

MBB
Form 2891 9/90 (After 2/1/90, 6 pages)

satisfy the loan or take one or more of the actions set forth above within 10 days of the giving of notice. Borrower shall may attorney over this Security Instrument. Lender may give Borrower a notice terminating the lease if a lessor which may affect the property over the lease to this Security Instrument. If Lender determines that any part of the Property is subject to a lessor which prevent the enforcement of the lease, or (c) receives from the holder of the lease any instrument substantially similar to a lessor which prevents the lessor by, or defrauds against the enforcement of the lease in, legal proceedings which in the Lender's opinion violates to good faith the lease in writing to the payee name of the obligation received by the lessor in a manner acceptable to Lender; (b) contains in good faith the lease in writing to the payee name of the obligation received by the lessor in a manner acceptable to Lender; (a) agrees in writing to the payee name of the obligation received by the lessor in a manner acceptable to Lender.

4. **Charges.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property; if this security over this Security Instrument, and lessehold payments or ground rents of any, 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 amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this payment. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this payment.

5. **Application of Payments.** Lender shall be entitled; first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied; fourth, to principal due; and last, to any late charges due under the Note.

Lender may receive payment in full of all sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under paragraph 2, Lender still acquires or sells the Property, Lender prior to the acquisition or sale of the Property, shall apply any funds held by Lender in the time of acquisition of such as a credit against the sum

deposited in no more than twelve monthly payments, at Lender's sole discretion. If the Funds held by Lender pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the which cause Borrower shall pay to Lender the amount necessary to make up the deficiency, and, in Lender in any time is not sufficient to pay the Escrow items when due, Lender shall account of the funds held by Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender for the excess Funds held by Lender exceeded the amounts permitted to be held by applicable law, Lender shall account to this Security Instrument.

The Funds held by Lender each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by purpose to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the shall give to Borrower, and Lender may agree to the Funds, showing credits and debits to the Funds and the Lender's earnings on the Funds. Borrower and Lender however, shall be paid on the Funds, Lender agreement is made or applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender in Lender to make such a charge. However, unless Lender pays Borrower to pay a one-time charge for an independent real estate agent, or certifying the Escrow items, unless Lender interest on the Funds and applicable law permits the Escrow items. Lender may not charge Borrower for holding the Funds, annually, usually applying the Funds to pay Escrow items. Lender is subject to any federal Home Loan Bank, Lender shall apply the Funds to pay Escrow items and interest, or entity including Lender, if Lender is held in an institution whose deposits are insured by a federal agency.

The Funds shall be held in an institution whose deposits are insured by a federal agency, or entity reasonable estimates of expenditures, or future Escrow items of otherwise in accordance with applicable law. amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current date and another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in a State Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the maximum items are called "Escrow items", Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum items are called "Escrow items", Lender may, in lieu of the payment of insurance premiums, if these Lender, in accordance with the provisions of paragraph 8, in any sums payable by Borrower to flood insurance premiums, if any; (e) yearly liability insurance premiums; (d) yearly easement payments of ground rents on the Property, if any; (e) yearly mortgage insurance premiums, if any; and (f) yearly yearly taxes and assessments which may affect the Note, until the Note is paid in full, to whom ("Funds"). For (a) to Lender on the day monthly payments are due under the Note, until the Note is paid in full, to whom ("Funds"). For (b) yearly taxes and assessments which may affect the Note, until the Note is paid in full, to whom ("Funds"). For (c) yearly taxes and assessments which may affect the Note, until the Note is paid in full, to whom ("Funds"). For (d) yearly taxes and assessments which may affect the Note, until the Note is paid in full, to whom ("Funds"). For (e) yearly taxes and assessments which may affect the Note, until the Note is paid in full, to whom ("Funds"). For (f) yearly taxes and assessments which may affect the Note, until the Note is paid in full, to whom ("Funds").

1. **Payments of Premium and Interest.** Borrower shall pay under the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Liens.** Subject to applicable law or otherwise, Borrower shall pay taxes and interest on the day monthly payments are due under the Note, until the Note is paid in full, to whom ("Funds").

This Schedule lists next common instruments for natural use and non-natural convenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

Borrower certifies that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

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

and fixtures now or hereafter a part of the property. All agreements and addendments shall also be covered by this Security

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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; Leasesholds. 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

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BANKERS SAVINGS, INC., 51 CLOUD, NY 14802 // 800-397-2311 // FAX 800-397-2301

13. Governing Law; Severability. This Security Instrument shall be governed by and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note unless given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to lender's address set forth 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.

13. **Lien Clauses.** If the loan secured by this security instrument is subservient to a loan 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 within the loan the permitted limits, where (b) any such loan charge shall be reduced as far as practicable without impairing the right of the creditor to collect the maximum amount of interest or other charges permitted by law.

12. Successors and Assignees shall bind and be held by the Successors and Assignees of Lender and Borrower, subject to the provisions of this Agreement.

Less learned and better-able-to-learn people are more likely to proceed to greater depths of learning than less learned and better-able-to-learn people.

In the property is situated a building of 1000 square feet, in which house by leasehold is now occupied, and the contents of the same are appurtenant to the property or not then due.

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 due, with any excess paid to Borrower, in the event of a partial taking of the Property in trust, the last 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, unless Borrower and Lender agree otherwise in writing, which the last market value of the Property exceeds paid to Borrower, in the event of a partial taking of the Property in trust, the last 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, unless Borrower and Lender agree otherwise in writing, which the last market value of the Property immediately before the taking is less than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender agree otherwise in writing, unless Borrower and Lender otherwise agree in writing or unless applicable law requires otherwise, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are sufficient to pay the debt, unless Borrower and Lender otherwise agree in writing or unless applicable law requires otherwise.

10. **Condemnation.** The proceeds of any award of 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 assessed and shall be paid to [entity].

9. Inspection. I, under or the agent my make reasonable entries upon and inspections of the property, I under all

In the event of a claim, losses exceeding £100,000 will be capped at £100,000, unless otherwise agreed in writing.

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LOAN RIDER

LOAN NO. 011890631
DATE JUNE 7, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

1275 FAIRWAY, LEMONT IL 60439

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.


DONALD E. VACKER Borrower


EILEEN A. VACKER Borrower

3972902

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Property of Cook County Clerk's Office

**MAIL TO
BOX 283**

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DANKERS SYSTEMS, INC., #1, CLOUD, VIN 59600 (1 000-007 201) FOUND MD-1-L 2/0/1

²² Waller of Homestead, however, writes at length of his second expedition in the property.

21. A generalization of the *SecuritY* instrument (that has prior to acceleration) following Borrower's remedies, Lender shall have notice to accelerate and following Borrower's
breach of any covenant or agreement of the instrument (that has prior to acceleration) under paragraph 17 unless substituted by another, by which time it must be
definite; (c) at a date, not less than 30 days from the date the notice is given to Borrower; (d) the action referred to ensure the
cure the deficiency to cure the deficiency on or before the date specified in the notice until payment of the
amount and (d) that failure to cure the deficiency to cure the deficiency on or before the date specified in the notice until payment of the
amount, for example by failing to pay the amount specified and the notice specifies that acceleration of
the sum secured by this SecuritY instrument, for example after acceleration and the date of the Proprietary, the notice
shall further inform Borrower of the right to realize after acceleration and the right to assess in the form
of a non-existence of any other defense of Borrower to acceleration and foreclosure. If the notice
fails to give Borrower sufficient information to enable him to take appropriate steps to cure the deficiency,
Lender may do so at his own expense and the cost of such expenses shall be chargeable to Borrower.
22. Relative, upon payment of all sums secured by this SecuritY instrument, Lender shall release this Security
instrument without charge to any receiver or trustee holding the instrument, fees and costs of title evidence.

Moreover shall promptly take all necessary remedial actions to reestablish a relationship with the International Law.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have cancellation of this Security Instrument declared void in any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for rescission) before sale of the property pursuant to any power of sale contained in this Security Instrument (b) entry of a judgment entitling this Security Instrument to any power of sale contained in this Security Instrument or (c) entry of a decree of any court of competent jurisdiction in any case of acceleration under this Security Instrument. Those conditions are that Borrower has paid all expenses incurred in connection with this Security Instrument or any other conveyance of any of his property; (d) pays all expenses incurred in connection with this Security Instrument, including attorney's fees and costs of suit; and (e) pays all expenses incurred in connection with this Security Instrument or any other conveyance of any of his property.

The notice of the security instrument will provide a period of acceleration. Under such circumstances, if a lessee exercises his option, under such title five (5) days from the date the notice is delivered or mailed will be the date the lessor may demand payment in full.

17. If transfer of the Property or a beneficial interest in it however, if it is any part of the Property or any interest

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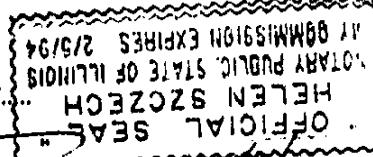
HBR
VACKER DONALD E
011890631

Form 301A 9/90 (page 6 of 6 pages)

BANKERS SYSTEMS, INC., ST. CLOUD, MINNESOTA (1-800-397-2341) FORM 301A-1 IL 2691

CHICAGO, IL 60635
6700 W NORTH AV
ST PAUL FEDERAL BANK FOR SAVINGS
RAYMOND F SEIFFERT

My Commission expires *1/15/92*



Given under my hand and official seal, this *26* day of *July* 1991

I, *EILEEN A. VACKER*, a Notary Public in and for said county and state, certify that *The Understated* 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 instrument as *Notary Public*, free and voluntary act, for the uses and purposes herein set forth.

EILEEN A. VACKER, Notary Public
Cook County, Illinois
(Seal)

[Space Before This Line For Acknowledgment]

Social Security Number *348-46-0464*

EILEEN A. VACKER - Borrower
(Seal)

Social Security Number *331-40-4125*

DONALD E. VACKER - Borrower
(Seal)

and in any ride(s) executed by Borrower and recorded with it, the *Notary Public* agrees to the terms and conditions contained in this Security Instrument.

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> Other(s) (Specify) <i>Loan Rider</i> |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> Fixed Term Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> Fixed Term Rider | <input type="checkbox"/> Other(s) (Specify) <i>Loan Rider</i> |

24. Rider(s) to this Security Instrument. If one or more riders are executed by Borrower and recorded together, with the Security Instrument, the coverings and agreements of this instrument will be incorporated into and shall supersede all other agreements of this instrument if the rider(s) were a part of this Security Instrument.

25. Rider(s) to this Security Instrument. If one or more riders are executed by Borrower and recorded together, with the Security Instrument, the coverings and agreements of this instrument will be incorporated into and shall supersede all other agreements of this instrument if the rider(s) were a part of this Security Instrument.

Submitted Address	Promised Address	Deliver certificate	Address	Address	Notified
<i>900 CRICK HOLLOW DR STE 8-A, AURORA CO 80012</i>					

PRAIRIE TITLE, INC.
327 West Chicago Avenue
Oak Park, Illinois 60302
(708) 524-3600

*W. DURIGATE
(M. J. H. 9/91)*