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Date 1988

more of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly disclose to Lender any give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care of the Security Instrument. If Lender does not identify the lien, Borrower is subject to a lien which may attach property over the Security Interest. If (c) occurs from the holder of the lien in agreement satisfactory to Lender authorizing the lien to be removed or the lien, or (d) occurs regarding enforcement of the lien in legal proceedings which in the Lender's opinion operates to prevent the filing, or demands against enforcement by the lien in a manner acceptable to Lender, (b) constitutes in good faith the lien nothing to do with the payment of the obligation secured by the lien in the good faith the lien.

Borrower shall promptly advise any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to do the payment of the principal amount to Lender receipts evidencing the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person owed payment provided in paragraphs 2, 3, or 4, paid in this manner. Borrower shall pay them on time directly those obligations in the manner provided in paragraphs 2, 3, or 4, paid in this manner, if any. Borrower shall pay which may attach priority over this Security Instrument, and standard payments of ground rents, if any. Borrower shall pay which may attach priority over this Security Instrument, charges, fines and stipulations after outline to the Property.

4. Changes: Lien, Borrower shall pay all taxes, assessments, charges, fines and stipulations due under the Note, and 2 shall be applied; first, to any property taxes due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

of the Security Instrument, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sum secured by the Property, shall apply any Funds held by Lender to the acquisition or sale as credit against the sum secured by the Funds held by Lender. If, under paragraph 2, Lender shall apply or sell the Property, Lender prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

payments made by Lender, to Lender's sole discretion.

For the excess Funds in accordance with the regulations of applicable law. If the amount of the Funds held by Lender is any dues to Lender sufficient to pay the Face value of the note, Lender may so do. If the amount of the Funds held by Lender is no more than due to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

days to the Funds held by Lender exceeding the amount paid to Lender's sole discretion.

If the Funds held by Lender exceed the amount paid to Lender by a Federal agency, Lender shall account to Borrower

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security

Instrument change, an account of the Funds, drawings, credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that a note shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds,

used by Lender in connection with this loan, unless it provides otherwise. Law provides otherwise. Unless an agreement is made or

a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

or verify the Escrow items, unless Lender may not charge for holding and applying the Funds, usually applying the Escrow account, or

Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually applying the Escrow account, or

including Lender, if Lender is such in fact (not) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

Funds shall be held in an institution whose deposits are insured by a Federal agency, insurancenality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

losses a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. (RESPA), unless another law that applies to the Funds

mandates otherwise, Lender may require for Borrower's account, second Real Estate Settlement Procedures Act of

Lender (RESPA). At any time, collect and hold Funds in an amount not to exceed the maximum allowed under a federal

law 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 Lender, in accordance with

of ground rents on the Property, if any; (g) yearly taxes on property insurance premiums; (d) yearly flood insurance,

and assessments which may attach property over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

Lender on the day modify 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 Leases. Subject to application of the Note and any property taxes due Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any property taxes due Lender.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

VI. SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

uses by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully owner of the security instrument as the "Property."

TODGETHER WITH all the improvements now or hereafter made on the property, All improvements and additions shall also be covered by the Security

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

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

Instrument.

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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; 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, paying 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 of mortgage insurance. Loss reserve

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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 flammables 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 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all recording costs.

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

DPS 1083
Form 3A14, 3-80

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

3/23/20

Book 483

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NOTARY PUBLIC, STATE OF ILLINOIS
MT. GEMINI INN EXPRIECE 8/5/94
HELEN SZCZECI
OFFICIAL SEAL

My Commission Expires 2/5/94

1651

Given under my hand and official seal, this **24th day of July, 1994**,
to witness and voluntary set, for the uses and purposes herein set forth,
me this day in person, and acknowledge that **THEY**,
personally known to me to be the same persons whose names
subscribed to this foregoing instrument, appeared before
me this day in person, and acknowledged the said instrument as **THEIR**
JOSPEH L. EDTON AND MARILYN EDTON, HUSBAND AND WIFE
county and state do hereby certify that
A Notary Public in and for said
the Village of Elmhurst

STATE OF ILLINOIS, COOK

County of Cook

On this **24th day of July, 1994**, at the **Village of Elmhurst**, in the County of **Cook**, State of **Illinois**,

I, **JOSPEH L. EDTON**, being first duly sworn, do depony and say, that I am the husband of **MARILYN EDTON**, my wife, and that we are the owners of the property described below, and that we do hereby mortgage the same to **CAROL MUSSELEY-BRATTIN & FAMILY RIDER**, for the sum of **\$15,000.00**, and for the purpose and conditions hereinafter mentioned.

The property described is located in the **Village of Elmhurst**, in the County of **Cook**, State of **Illinois**, and is more particularly described as follows:

Borrower: **JOSPEH L. EDTON**

Witnesses: **WITNESS**

Marilay Edton

Witnesses: **WITNESS**

Witness

Borrower: **JOSPEH L. EDTON**

Witnesses: **WITNESS**

Witness

Witnesses: **WITNESS**

Witness

Witnesses: **WITNESS**

Witness

Witnesses: **WITNESS**

Witness

PRAIRIE
TITLE

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Oak Park, IL 60302
(708) 524-3600