UNOFFICIALICE

PREPARED BY AND MAIL TO

LOAN # 1724959

MAY I

MIDWEST MORTGAGE SERVICES, INC. 1901 SOUTH MEYERS ROAD, SUITE 300 OAKBROOK TERRACE, IL 60181

1000 万分 2007年5月 922195**39**

92524497

(Space Above This Line For Recording Data)

MORTGAGE

MARCH 27th, 1992 THIS MORTGAGE ("Security Instament") is given on

JOHN R. NICHOLAS and

CLAUDIA H. NICHOLAS, HIS WIFE, AS JOINT TENANTS

"Borrower"). This Security Instrument is given to FIRST CHICAGO BANK OF OAK PARK

1992 JUL 17

92524497

THE STATE OF ILLINOIS which is organized and existing under the laws of

Dollars (U.S. \$

, and whose

. The mortgagor is

address is 1048 WEST LAKE STREET OAK PARK, IL 60301

🗥 NINETY EIGHT THOUSAND SEVEN HUNDRED & 00/100

("Lander"). Borrower owes Lender the principal sum of

98,700.00

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 APRIL 1, 2022

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 pen graph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under it is Security Instrument and the 1 Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following discovered property located in County, Illinois:

LOT 197 IN WEATHERSFIELD UNIT TWO, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SUCTION 20 TOWNSHIP 41 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1959 AS DOCUMENT 17587718, IN COOK COUNTY, ILLINOIS.

PIN: 07-20-317-018'

This mortgage is being re-recorded to correct tax I.D. Number*

which has the address of 1831 WARWICK LANE

[Street, City],

Illinois

V

60193

[Zip Code]

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

("Property Address");

Form 3014 9/90 Amended 5/91

-BR(IL) (9105)

1724959

VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7281

BOX 333

SCHAUMBURG

Page I of 8

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(9018) (71)Mp- (8)

Long set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writ 1g to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to an incompanies. If Lender determines that any part of the Property is subject to a lien which may attain priority over this number. Lender analysive Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more

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 icasahold payments or ground reals, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not pair in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of innounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender receipts evidencing the payments.

third, to interest due; for orth, to principal due; and last, to any late charges due under the Note.

Security instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received 17 Lender under paragraphs 2; 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums recurred by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, print to the acquisition or sale of the Property, Lender, print 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

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 tiems when due, Lender may so notify Borrower in writing, and, in such case-Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall and Lender in more than twelve make the accessary to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurumentality, or entity (including Lender, if Lender is such an institution) of its any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow the Escrow liens, unless Lender pays Borrower invites and applicable law permits Lender to make such a charge. Unless and applicable law permits Lender to make such a charge. Lender in connection with this loan, unless applicable, and independent real catage tax reporting service used by Lender in connection with this loan, unless applicable. Any provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to the Funds and street or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the Punds of the Funds are pleased as additional security for all sums secured by this Security Instrument.

The Funds are pleased as additional security for all sums secured by this Security Instrument.

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may strain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of per-graph 8, an lieu of the payment of mentgage insurance premiums. These items are called "Esertow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require stor Borrower's eseron amount not to exceed the maximum amount a lender for a federally related amount. If so, Lender may, at may trequire sor Borrower's eseron amount not to exceed the lesser amount. Lender may as amount, if so, Lender may, at may time, so the basis of current data and reasonable estimates of expenditures of future faction liens or otherwise in accordance with application in the basis of current data and reasonable estimates of expenditures of future factow Items or otherwise in accordance with application in the basis of current data and reasonable estimates of expenditures of future factow Items or otherwise in accordance with application in the basis of current data and reasonable estimates of expenditures of future factow Items or otherwise in accordance with application in the law and reasonable estimates of expenditures of future factow Items or otherwise in accordance with application in the law and reasonable estimates of expenditures of future factor may

principal of and interest on the debt evider ced 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

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

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

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

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and conveyed and that the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurenances, and fixiumes now or hereafter a pair of the property. All replacements and additions shall also be covered by this Security Instrument.

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he in effect, Lender will accept, use and remin these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Londer each month a sum equal to cost to Horrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, as a cost substantially equivalent to the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to Instrument, Borrower shall pay the premiums required to maintain the mongage insurance in effect. If, for any reason, the 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security

does not have to do so, attorneys' fees and entering on the Property to make repairs. Although Lender may take action under tries paragraph 7, Lender paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Useder's actions may include proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, then Lender may do and pay this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the evernants and agreements contained in

not merge unless Lender agrees to the merger in writing. shall comply with all the provisions of the lease. If Borrower acquires fee title to the perty, the leasehold and the lee title shall concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower any material information) in connection with the loan evidenced by the Mote, including, but not limited to, representations loan application process, gave materially take or inaccurate information or an ements to Lender (or failed to provide Lender with the lien created by this Security Instrument or Lender's security interest at mower shall also be in default if Borrower, during the Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a proceeding, whether civil or criminal, is begun that in Lond of aith judgment could result in forfeiture of the Property or allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forteiture action or extenuating circumatances oxist which are beyond Borower's control. Borrower shall not destroy, damage or impair the Property, date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

prior to the acquisition. Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the the due date of the month's payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph

Unless Lender and Porrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone.

by this Security Instructor, whether or not then due. The 30-day period will begin when the notice is given. Londer may collied the inaurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums secured Property, or does not suswer within 30 days a notice from Lender that the insurance carrier has offered to sende a cham, then secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums Property damaged, if the regionation or repair is economically feasible and Lender's security is not lessened. If the restoration or Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

may make proof of loss if not made promptly by Borrower.

premiums and reacewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender have the right to hold the policies and renewals. It Lender requires, Borrower shall promptly give to Lender all receipts of paid All insurance policies and renewals shall be acceptable to Londer and shall include a standard mortgage clause. Londer shall

N department Lender's rights in the Property in accordance with paragraph 7. be unreasonably withheld. If Burrower fails to maintain coverage described above, Lender may, at Lender's option, obtain requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or Starsard or Property Insurance. Bortower shall keep the improvements now existing or hereafter erected on the Property

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9, Inspection. Lender or its agent may make reasonable outries 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.

10. 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.

-6R(IL) (9106)

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 in 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, 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. 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 othe wive agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security in rument whether or not the sums are then due.

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 of an due.

Unless Lender and Borrower otherwise agric 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.

11. Borrower Not Released; Forbearance By Londer Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Destrument granted by Lender to any successor in interest of Corrower shall not operate to release the liability of the original Borrowel or Porrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or ref use to extend time for payment or otherwise modify anomization of the sums secured by this Security Instrument by reason of any demand made by the original 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.

12. 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 Lendr. 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 we reasonally 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.

- 13. 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 to that the interest or other loan charges collected or to be collected in somection 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
- 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 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 contained unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully offective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 4.7.

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 perclated 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 the 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 to died 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, outer flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formuldenyde, 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 older 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 west 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 any recordation costs.

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

Form 3014 9/80 initials:

06/6 \$	PATRICIA DAVIS Notery Public, State of IllinoiFolm 301	a to d'ega q.	SR DEMINO AND RETURN TO:	JENNIE JOSEPH RECORD
	"OFFICIAL SEAL"			This Instrument was prepared
		Mounty Public		
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the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the concerns and supplement such rider shall be incorporated into and shall amend and supplement