

UNOFFICIAL COPY

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Cook County Recorder 37.50



AFTER RECORDING, MAIL TO:

Robinson, Pluymert, Piercey, MacDonald & Amato, Ltd.
2300 Barrington Rd., Suite 220
Hoffman Estates, IL 60195



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BALLOON MORTGAGE

THIS BALLOON MORTGAGE ("Security Instrument") is given on May 15, 2000. The mortgagor is **EUGENE FORYS**, a single man, never married (hereinafter referred to as "Guarantor"). This Security Instrument is given to **NORBERT HAUCK**, whose address is 712 Dante Court, Schaumburg, Illinois 60193 ("Lender"). **MIDWEST CAD, INC.** (hereinafter referred to as "MCI") owes Lender the principal sum of Thirty-nine Thousand Five Hundred and No/100 Dollars (**U.S. \$39,500.00**). This debt is evidenced by **MCI's** Balloon Promissory Note dated the same date as this Security Instrument ("Note"), which provides for one balloon payment of principal and interest, with the full debt, if not paid earlier, due and payable on May 15, 2003. Guarantor has executed a personal guaranty ("Guaranty") of the Note. 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 6 to protect the security of this Security Instrument; and (c) the performance of Guarantor's covenants and agreements under this Security Instrument and the Guaranty; and (d) the performance of MCI's covenants and agreements under the Note. For this purpose, Guarantor does hereby mortgage, grant and convey to Lender the following described property located in Cook, County, Illinois:

See Exhibit "A" Attached Hereto.

which has the address of 1721 N. Mitchell Avenue Arlington Heights Illinois 60004-3736
[STREET] [CITY] [STATE] [ZIP CODE]

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

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

1st AMERICAN TITLE order # 02001202
1061

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Upon a default or other act of non-performance by MCI on the Note, or upon Guarantor's default under the Guaranty, Guarantor shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges and all other amounts due under the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to any prepayment charges due under the Note; second, to interest due; third, to principal due; and last, to any late charges due under the Note.

3. Charges; Liens. Guarantor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Guarantor shall pay these obligations on time directly to the person owed payment. Guarantor shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Guarantor makes these payments directly, Guarantor shall promptly furnish to Lender receipts evidencing the payments.

Guarantor shall promptly discharge any lien which has priority over this Security Instrument (excluding those permitted encumbrances listed on **Exhibit B** attached hereto) unless Guarantor: (a) agrees in writing 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 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 Guarantor a notice identifying the lien. Guarantor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard or Property Insurance. Guarantor 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 Guarantor subject to Lender's approval which shall not be unreasonably withheld. If Guarantor 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, Guarantor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Guarantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Guarantor.

Unless Lender and Guarantor 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 Guarantor. If Guarantor 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 Guarantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 20 the Property is acquired by Lender, Guarantor'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.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Guarantor's Loan Application Leaseholds. Guarantor shall occupy, establish, and use the Property as Guarantor's principal residence within thirty days after the execution of this Security Instrument and shall continue to occupy the Property as Guarantor's principal residence for at least three (3) years 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 Guarantor's control. Guarantor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Guarantor 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. Guarantor may cure such a default and reinstate, as provided in paragraph 17, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Guarantor's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Guarantor shall also be in default if Guarantor, 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 Guarantor's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Guarantor shall comply with all the provisions of the lease. If Guarantor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Guarantor 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 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Guarantor secured by this Security Instrument. Unless Guarantor 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 Guarantor requesting payment.

7. INTENTIONALLY OMITTED.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Guarantor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Guarantor. 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 Guarantor 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 Guarantor. 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 Guarantor and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Guarantor, or if, after notice by Lender to Guarantor that the condemnor offers to make an award or settle a claim for damages, Guarantor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Guarantor 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 paragraph 1 or change the amount of such payments.

10. Guarantor Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of MCI shall not operate to release the Guaranty of the original Guarantor or Guarantor's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by MCI, MCI's successors in interest, the original Guarantor or Guarantor's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Guarantor, subject to the provisions of paragraph 16. Any Guarantor who signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Guarantor's interest in the Property under the terms of this Security Instrument; (b) is personally obligated to pay the sums secured by this Security Instrument pursuant to the terms of the Guaranty; and (c) agrees that Lender and any other Guarantor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Guarantor's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Guarantor which exceeded permitted limits will be refunded to Guarantor.

13. Notices. Any notice to Guarantor 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 Guarantor 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 Guarantor. Any notice provided for in this Security Instrument shall be deemed to have been given to Guarantor or Lender when given as provided in this paragraph.

14. 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.

15. INTENTIONALLY OMITTED.

16. Transfer of the Property or a Beneficial Interest in Guarantor. If all or any part of the Property or any interest in it is sold or transferred 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 Guarantor 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 Guarantor must pay all sums secured by this Security Instrument. If Guarantor 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 Guarantor.

17. Guarantor's Right to Reinstate. If Guarantor meets certain conditions, Guarantor 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 Guarantor: (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 Guarantor's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Guarantor, 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 16.

18. 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 Guarantor. 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, Guarantor will be given written notice of the change in accordance with paragraph 13 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.

19. Hazardous Substances. Guarantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Guarantor 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.

Guarantor 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 Guarantor has actual knowledge. If Guarantor 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, Guarantor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "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. Guarantor and Lender further covenant and agree as follows:

20. Acceleration; Remedies. Lender shall give notice to Guarantor prior to acceleration following Guarantor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 16 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 Guarantor, 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 Guarantor 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 Guarantor 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 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument with a reasonable release charge to Guarantor. Guarantor shall also pay any recordation costs.

22. Waiver of Homestead. Guarantor waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Guarantor accepts and agrees to the terms and covenants contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Guarantor and recorded with it.

Witness:

Donald O. Spagnolo

Eugene Forys (Seal)
EUGENE FORYS -Guarantor

-----[Space Below This Line For Acknowledgment]-----

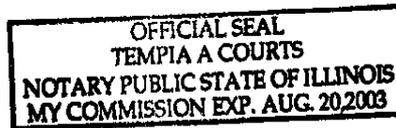
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Tempia Courts, a Notary Public in and for said county and state do hereby certify that EUGENE FORYS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of June, 2000.

My commission expires:

Tempia Courts
Notary Public



This instrument was prepared by:

Donald O. Spagnolo
ROBINSON, PLUYMERT, PIERCEY, MACDONALD & AMATO, LTD
2300 Barrington Road, #220
Hoffman Estates, IL 60195

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EXHIBIT A

00415954

LEGAL DESCRIPTION

LOT 36 IN BLOCK 2 IN HASBROOK SUBDIVISION UNIT NO. 2, OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 17, 1957 AS DOCUMENT NO. 17041013.

COMMON ADDRESS: 1721 N. Mitchell Avenue, Arlington Heights, Illinois 60004-3736

PIN: 03-19-200-035

EXHIBIT B

PERMITTED ENCUMBRANCES

THAT CERTAIN MORTGAGE DATED APRIL 2, 1998 AND RECORDED APRIL 22, 1998 AS DOCUMENT 98316915 MADE BY EUGENE FORYS TO FIRST NATIONAL BANK OF CHICAGO, TO SECURE A NOTE IN THE ORIGINALLY STATED PRINCIPAL AMOUNT OF \$68,000.00, AND TO THE TERMS AND CONDITIONS THEREOF.

ASSIGNMENT OF MORTGAGE FROM FIRST CHICAGO NBD MORTGAGE COMPANY TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., RECORDED OCTOBER 26, 1999 AS DOCUMENT 99006537

Property of Cook County Clerk's Office