

UNOFFICIAL COPY 00585368

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2000-08-02 12:20:16
Cook County Recorder 35.50



00585368

Prepared by E
WHEN RECORDED MAIL TO:

OAK BANK
1000 N. RUSH STREET
CHICAGO, IL 60611

11/20/00 0728 (2000)

BURNET TITLE L.L.C.
2700 South River Road
Des Plaines, IL 60018

[Space Above This Line For Recording Data]

Sue

This Mortgage prepared by: William T. O'Neill Attorney-at-Law
1000 N. Rush Street
Chicago, Illinois 60611

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 10, 2000. The mortgagor is John K. Cibula and Jacqueline M. Cibula, married to each other ("Borrower"). This Security Instrument is given to OAK BANK, which is organized and existing under the laws of the State of Illinois and whose address is 1000 N. RUSH STREET, CHICAGO, IL 60611 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Fifty Four Thousand & 00/100 Dollars (U.S. \$254,000.00). 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 August 1, 2005. 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:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of 11554 Ridgewood Lane, Burr Ridge, Illinois ⁶⁰⁵²⁵ ~~60522~~ ("Property Address") and the Real Property Tax Identification Number of 18-30-407-020-0000;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

ILLINOIS-Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower promptly furnish to Lender receipts evidencing the payments.

all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender receipts evidencing the payments.

the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, shall be paid to the person entitled to receive them.

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 leasehold payments or ground rents, if any, shall be paid to the person entitled to receive them.

due under the Note. Borrower 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, shall be paid to the person entitled to receive them.

amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to credit against the 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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a

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(Continued)

(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 Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the 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, 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be with regard to the terms of this Security Instrument is subject to a law which sets maximum

13. Loan Charges. If the loan secured by this Security Instrument or the Note without that Borrower's consent agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or of such payments. 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

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

shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds Property immediately before the taking is less than the amount of the sums secured immediately before the taking, shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of 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 and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower than the amount of the Property in which the fair market value of the Property is equal to or greater Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this hereby assigned and shall be paid to Lender. with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection inspection. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Borrower and Lender or applicable law. Reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between

obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss for the period that Lender requires) provided by an insurer approved by Lender again becomes available and its payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously

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

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 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 flammable 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

Property of Cook County Clerks Office

Jaqueline M. Cibula-Borrower

Jaqueline M. Cibula

John K. Cibula-Borrower

(Seal)

John K. Cibula

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Adjustable Rate rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]

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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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 the 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.

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) ss

On this day before me, the undersigned Notary Public, personally appeared **John K. Cibula and Jacqueline M. Cibula**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

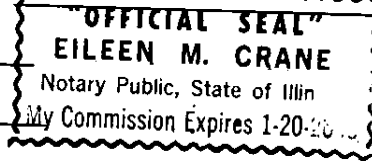
Given under my hand and official seal this 10th day of July, 2000.

By Eileen M. Crane

Residing at _____

Notary Public in and for the State of _____

My commission expires _____



Property of Cook County Clerk's Office

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00585368

Page 8 of 8

LOT 69 IN BURR OAKS GLEN ELLYN UNIT 2, BEING A SUBDIVISION OF PART
OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 38
NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office