

UNOFFICIAL COPY

Loan No. 009740208-AUS

Instrument Prepared by:

BRENDA ANDERSON

Record & Return to

FLAGSTAR BANK, FSB

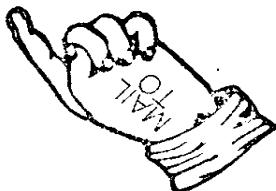
2600 TELEGRAPH ROAD, SUITE 100

BLOOMFIELD HILLS, MI 48302

00631368
54297009825 001 Page 1 of 8
2000-08-17 10:49:11
Cook County Recorder 67.50



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4262657 373 [Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 11th, 2000.

The mortgagor is MARTHA A. ROYE, a single woman ("Borrower"). This Security Instrument is given to FLAGSTAR BANK, FSB, which is organized and existing under the laws of THE STATE OF MICHIGAN, and whose address is 2600 TELEGRAPH ROAD, SUITE 100 BLOOMFIELD HILLS, MICHIGAN 48302 ("Lender").

Borrower owes Lender the principal sum of Fifty Six Thousand Fifty and 00/100 Dollars (U.S. \$ 56,050.00). 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 September 1st, 2030. 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

which has the address of 1018 BELLWOOD, BELLWOOD [City]
Illinois 60104- [Street] ("Property Address");
[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
GFS Form 3014 (5A26)

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John R initials

tributable to the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in

amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

prior to the acquisition or sale of the Property, it, under Paragraph 21, Lender shall acquire or sell the Property, Lender, borrower may funds held by Lender, in, under Paragraph 21, Lender shall acquire or sell the Property, Lender, as a credit against the sums secured by this Security instrument or

Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

the Fund's assets held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify the Funds held by Lender in accordance with the requirements of applicable law. If the amount of

each debit to the Funds made. The Funds are pledged as additional security for all sums secured by this charge, in amounts accumulating or the Funds, savings credits and debits to the Funds and the purpose of which security instrument.

unless an agreement is made otherwise. Unless an agreeable law provides otherwise, Lentee shall not be required to pay Debtor any interest or earnings on the Funds. Debtor and Lender may agree in writing however that interest or earnings shall be paid to the Funds.

and analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender), if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the terms of its agreement to the Funds in accordance with applicable law.

Funds sets a lesser amount from time to time, if so, Lenore may, at any time, collect and hold Funds in an amount not to exceed the lesser amount of Funds due on the basis of current data and reasonable es-

payment of mortgage insurance premiums. These items are called "Escrow 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 hold under the Truth-in-Lending Act.

due under the Note.

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

SECRET // THIS SECURITY INSTRUMENT combines uniform covernants for national use and non-uniform covernants to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby converted and has the right to mortgage, grant and convey the Property is unencumbered, except for encumbrances of
covered by this Security instrument. All or the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
loan number: 00940208-AUS

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Loan Number: 009740208-AJ

that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (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

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Initials *SMR*

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 convenience in lieu of

lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, the mortgage insurance premium shall pay the premium 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 premium 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 mortgagelender. If subsistantially equivalent mortgagelender insures the same amount for a longer period than Lender, the premium paid by Borrower shall be reduced by the difference between the premiums paid by Lender and the new lender.

Any amounts disbursed under this instrument shall become additional debt to 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 rate set forth above. Upon notice from Lender to Borrower requesting payment, Lender may demand immediate payment in full.

Lender's rights in the Property (such as a proceeding in bankruptcy), probable, 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, preparing in court, paying reasonable attorney 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.

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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 Lender 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 not personally 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 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 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 under the Note.

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 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.

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(Seal) -Borrower

-Borrower

MARTHA A. ROYE

Witnesses:

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

<p>24. Riders to this Security Instrument.</p> <p>"...one or more riders are executed by Borrower and record deed together with this Security Instrument, the covenants and agreements of each such rider 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(s)]</p>	<input type="checkbox"/> 1-A Family Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Graduated Payment Rider <input type="checkbox"/> Planmed Unit Development Rider <input type="checkbox"/> Biweekly Payment Rider <input type="checkbox"/> Balloon Rider <input type="checkbox"/> Second Home Rider <input checked="" type="checkbox"/> Other(s) [Specify] X SEE ATTACHED LEGAL
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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 recodatation costs.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following
lapse of Borrower's breach, if any covenant or agreement or applicable law provides otherwise.
The notice under paragraph 17 unless otherwise provided to cure the date default; (c) a date, not less than 30 days from the date
the date default; (b) the action required to cure the date default; (a) the notice shall specify: (a)
acceleration under paragraph 17 unless otherwise provided in this Security Instrument (but not prior to ac-
tive the date default, by which the date default must be cured); and (d) that failure to cure the date
the notice is given to Borrower, by which the date default must be cured; (c) a date, not less than 30 days from the date
default or before the date specified in the notice may result in acceleration of the sums secured by
this Security Instrument, by judicial proceeding and sale of the Property. The notice shall
further inform Borrower of the right to remitstate after acceleration and the right to assert in the
foreclosure proceeding the non-existence of a defaulter or any other defense of Borrower to accelerate.
22. **Injunction; Remedies.** Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
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
23. **Inclusion; Costs and Fees.** but not limited to, reasonable attorney's fees and costs of title evidence.

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 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 of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

generally recognized to be appropriate to normal residential uses and to maintainance of the Property.

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, any activity involving the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property that is in violation of any Environmental Law. The preceding two sentences shall apply specifically to the presence, use, or storage of small quantities of Hazardous Substances that are applicable law.

If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with loan Number: 00974028-AUS

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 (Seal)
 -Borrower

 (Seal)
 -Borrower

 [Space Below This Line For Acknowledgment] _____

STATE OF ILLINOIS COOK

County ss:

I, the undersigned

a Notary Public in and for said county and state, do hereby certify that

MARTHA A. ROYE, a single woman personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of August, 2000

My Commission expires: 7-18-01

This instrument was prepared by and returned to:

Janice M. Tillman
 Notary Public



00631368

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ORDER NO.: 1301 - 004262657
ESCROW NO.: 1301 - 004262657

1

STREET ADDRESS: 1018 BELLWOOD #F
CITY: BELLWOOD ZIP CODE: 60104 COUNTY: COOK
TAX NUMBER: 15-16-116-083-0000

Property of Cook County Clerk's Office

LEGAL DESCRIPTION:

PARCEL 1: THAT PART OF LOTS 9 AND 10 LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF LOT 9 FROM A POINT ON SAID NORTH LINE 20.29 FEET WEST OF THE NORTHEAST CORNER OF LOT 9 IN BELLWOOD "L" RESUBDIVISION OF LOTS 1 TO 16 AND 18 TO 24 IN WILLIAM ZELOSKY'S HARRISON STREET "L" STATION SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PARCEL THE EAST 63.00 FEET THEREOF AND EXCEPTING THE WEST 16.0 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINE IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 20082258 AND AS CREATED BY DEED RECORDED APRIL 25, 1967 AS DOCUMENT NO. 2011924 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

00631368