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2001-09-17 13:58:10
Cook County Recorder 31.50



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

Prepared by:
Kelly Casel
1901 Bell Ave, Suite 15
Des Moines IA 50315

03-IL 10333-1

MORTGAGE

THIS MORTGAGE is made this 25th day of August, 2001, between th
GARY E SOUKUP
THERESE A SOUKUP, (Husband & Wife)

AmerUs Home Equity, Inc.

(herein "Borrower"), and th

existing under the laws of Iowa
1901 Bell Ave, Suite 15, Des Moines, IA 50315

, a corporation c
, whc

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WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 50,000.00
indebtedness is evidenced by Borrower's note dated August 25, 2001 and extensions
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebt
sooner paid, due and payable on September 1, 2021 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the p
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortga
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, gran
to Lender the following described property located in the County of COOK
State of Illinois:

Legal too long for document. Please see Exhibit A

Parcel ID #: 28-31-214-050
which has the address of 17707 65TH AVE
TINLEY PARK [City], Illinois 60477 [Zip Code] ("Property Address");

ep

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

VMP-76(IL) (9808).02 Form 3814

Initials: LN:690772

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AMERUS
Home Equity

Property L
Descrij

Loan No: 690772

Exhibit A: Property Legal Description

LOT 42 (EXCEPT THE SOUTH 5.830 FEET THEREOF), ALL OF LOT 43 AND LOT 44 (EXCEPT THE NORTH 9.668 FEET THEREOF) ALL IN BLOCK 2 IN WHITNEY AND BISHOP'S ADDITION TO TINLEY PARK, PLAT OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWN OF BREMEN, COOK COUNTY, STATE OF ILLINOIS, RECORDED DECEMBER 26, 1890 AS DOCUMENT NO. 1393683; ALSO THAT PART OF THE WEST 1/2 OF THE HERETOFORE VACATED 14.00 FEET WIDE NORTH AND SOUTH PUBLIC ALLEY HERETOFORE DEDICATED IN BLOCK 2 IN THE AFORESAID SUBDIVISION, LYING NORTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF SOUTH 5.830 FEET OF SAID LOT 42 AND LYING SOUTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 9.668 FEET OF SAID LOT 44, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

HEJ _____
JAS _____

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter the "Property."

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall make monthly payments of principal and interest are payable under the Note, until the Note is paid (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for hazard insurance, if any, as reasonably estimated initially and from time to time by Lender on the basis of assessments and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and administering the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing in connection with the execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is in writing, applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable by Borrower on dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender is not sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall, no later than immediately prior to the sale of the Property or its acquisition by Lender, apply any Funds held by Lender to the application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments and rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, for such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developer shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or cove: or governing the condominium or planned unit development, the by-laws and regulations of the condominium or development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements cont Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as : making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing con paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Prope that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor relatec interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connect condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are he: and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borro operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lei be required to commence proceedings against such successor or refuse to extend time for payment or othe: amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower an successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agree contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender ar subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mc and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not person the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to ext forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without the consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Prope:

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of feder: Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting pro

Handwritten initials: HES and JAS

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