Illinois Anti-Predatory Lending Database

Program

Certificate of Exemption

Report Mortgage Flaud

800-532-8785

The property identified as:

PIN: 14-29-302-159-1070

Address:

Street:

2733b North Greenview Averue 'Init A

Street line 2:

City: Chicago

State: IL

ZIP Code: 60614

Lender.

Great Lakes Credt Union

Borrower: Michael Van Ham and Colleen Van Ham

STEWART TITLE COMPANY 2055 W. Army Trail Road, Suite 110 Adolson, IL 60101 630-883-4000

Execution date: 07/10/2009

Loan / Mortgage Amount: \$50,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: B6DECD71-941F-417C-8301-863C094FA9ED

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DOCUMENTS PREPARED BY: NORBERTO SALGADO RECORD AND RETURN TO:

BRANDY STABENOW GREAT LAKES CARDIT UNION 2525 GREEN BAY WOAD NORTH CHICAGO AL 60064

5960934

MORTGAGE

Loan ID # VANHAM

THIS MORTGAGE is made this between the Mortgagor, MICHAEL VAN HAM and COLLEEN VAN HAM, HUSBAND AND WIFE

day of

10th

(herein "Borrower"), and the Mortgagee, GREAT LIFES CREDIT UNION , a corporation organized and existing under the laws of THE STATE OF , whose address is 2525 GREEN BAY ROAD, NORTH CHICAGO, ILLINOIS ILLINOIS 60064 dierein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal scar of U.S. \$ 50,000.00 , which indebtedness is evidenced by Borrower's note dated July 10th, 2009 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, it not sooner paid, due and payable on July 10th, 2024

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower dees hereby mortgage, grant and convey to Lender the following described property located in the County of COOK Office

. State of Illinois:

SEE EXHIBIT "A"

Parcel Identification Number: 14-29-302-159-1070

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

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Loan ID # VANHAM

City

which has the address of

2733B NORTH GREENVIEW B,

CHICAGO

Illinois

60614

[Street] (herein "Property Address");

[ZIP Code]

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

Borrower coverants that Borrower is lawfully seised 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. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of cerord.

UNIFORM COVENAIVES. Porrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness 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 pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominum and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills 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 reny. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a sparge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an an ual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was riade. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender 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 apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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Loan ID # VANHAM

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and 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 Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any,
- 5. Hazard Josurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against 10.7 by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in 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 torm acceptable to Lender Lender shall have the right to haid 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.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it 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 date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Lerseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent decrynents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects and er's interest in the Property them Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburde such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminate (in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this 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 Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

Initials: NVH Form 3814 www.ProClose.com

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Loan ID # VANHAM

- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any tight or remedy hereunder, or otherwise afforded by 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 agreements herein contained the libind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note. (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage. (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forocar, or make any other accommodations with regard to the terms of this Mortgage of the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address of a such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been 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 laws of the jurisdiction in which the Property is located. The foregoing sense ce shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Now and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligation's under any home rehabilitation, improvement, repair, or other loan agreement which Borrower emers into with Loader. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Leader, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

Initiales

Form 3814

POIN 3814

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

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LOAD ID # VANHAM

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other deferse of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entire a to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fee, and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreemer is of Bortower contained in this Mortgage; (c) Bortower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in parturach 17 hereof, including, but not limited to, reasonable autorneys' fees. and (d) Borrower takes such action as Lender may registrably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in tull force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As adultional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such reals as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, 'ecciver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR-MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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

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	Loan ID # VANHAM
IN WITNESS WHEREOF, Borrower has executed this Mortgage.	
(1.1) la/1_	
MICHAEL VAN HAM	(Seal) -Borrower
MIGHAEL VAN BAIT	-DORROWCI
(white	(Seal)
COLLEEN VAN HAM	-Bornower
	(Seal)
%	-Borrower
Q ₁	
	(Seal)
	-Borrower
	(Scal)
	-Bortower
O _Z	
	(Seal)
	Borrower
0/,	
4h,	[Sign Original Only]
	į sign Originai Oniyį
<i>'1</i> '	
STATE OF a colol 4 Jank a Notary Public in and for said c	County ss: county and state do hereby
certify that MICHAEL VAN HAM and COLLEEN VAN HAM	
M'	
personally known to me to be the same person(s) whose name(s) are subscribed to the	e foregoing instrument.
	d the said instrument as
THEIR free and voluntary act, for the uses and purposes therein set forth.	
Given under my hand and official seal, this loth day of day of	···········
My Commission Expires of Solal SEA	
"OFFICIAL SEAL" Ronald A Davis	
Z ALL STATE OF HILLIAN AND AND AND AND AND AND AND AND AND A	
Commission Expires 9/22/4Willy Public	
Commission Expires or Line and Commission Expires	

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

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SCHEDULE A ALTA Commitment File No.: 587779

LEGAL DESCRIPTION

Unit Number 2725-A in Park Lane Townhome Condominium as delineated on a survey of the following described real estate: That part of the following described land: Lots 1, 2 and 3 in Superior Court Partition of the East 1/2 of Lots 2 and 3 (except the West 33 feet thereof dedicated for public street) in Joseph E. Sheffields Subdivision of Block 45 in Sheffield's Addition to Chicago in the Southwest 1/4 of Section 29, Township 40 North, Range 14 also Lot 4 in Joseph E. Sheffield's Subdivision of Block 45 aforesaid, also Lots 16 through 19 in Lembcke's Subdivision of Lot 5 in Block 45 in Sheffield's Addition to Chicago aforesaid, also Lots 14 through 18 and the North/South vacated alley lying between said Lots 14 and 15 in Subdivision of Lot I in Lembcke's Subdivision of Lot 5 in Block 45 in Sheffield's Addition to Chicago aforesaid, East of the nended.

ORCOOK COUNTRY CLORK'S OFFICE Third Principal Median, which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded as Document Number 88248725, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois

Authorized Countersignature