

# UNOFFICIAL COPY

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COOK COUNTY ILLINOIS  
FCCB

1991 OCT -9 AM 10:01

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\$ 17.00

[Space Above This Line For Recording Data]

BOX 238 LOAN #7767

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 8, 1991**  
The mortgagor is **THOMAS VAN KUIKEN AND BETTE J. VAN KUIKEN, HIS WIFE**

JAMES F. MESSINGER & CO., INC.  
which is organized and existing under the laws of THE STATE OF ILLINOIS  
5161-67 W. 111TH STREET, WORTH, ILLINOIS 60482  
("Borrower"). This Security Instrument is given to  
NINETY SIX THOUSAND AND NO/100-----  
Dollars (U.S. \$ 96,000.00-----). 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  
NOVEMBER 1, 2021. 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:

LOT 4 IN RESUBDIVISION OF LOT 3 IN LONGWOOD ACRES BEING A SUBDIVISION OF  
THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTH WEST 1/4 AND THE WEST 1/2  
OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO: 24-15-223-004

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which has the address of

10313 SOUTH KEDVALE AVENUE  
[Street]

OAK LAWN  
[City]

Illinois 60453

(Zip Code)

("Property Address");

ILLINOIS- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1078 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
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Form 301A 9/90 (page 2 of 6 pages)

5. Hazard or Property Insurance. Borrower shall keep the term "extended coverage" and any other hazards, included on the policy or loading, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the period insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, included on the policy.

Over this Security instrument, Lender may give Borrower a notice identical to the license. Borrower shall satisfy the lien or take to this Security instrument if Lender determines that any part of the Property is subject to a lien which may affect the lien priority to the extent of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien by, or defers assignment of the obligation secured by the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payee of the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the payment of the amount of the obligation secured by the lien in the event of the death of the payee.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees

this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under paragraph 2: third, to interest, to principal due; and last, to any late charges due under rule 7(a).

4. Charges: Lien. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

5. Sale of the Property, shall be held by Funds held by Lender at the time of acquisition or sale as a credit against the sums paid by this Security instrument.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any deficiency in no more than twelve months sole discretion.

Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency.

Borrower to verifying the Escrow items, unless Lender may require immediate payment to the Funds held by Lender to make up the deficiency in accordance with this loan, unless applicable law provides otherwise.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security instrument.

The Funds shall be held in a institution whose deposits are insured by a federal agency, instrumentality, or authority for which each deposit to the Funds was made. The Funds are pledged as additional security for all sums secured by purpose to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and the shall give to Borrower, and Lender may agree to write, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency.

Borrower to verifying the Escrow items, unless Lender may require immediate payment to the Funds held by Lender to make up the deficiency in accordance with this loan, unless applicable law provides otherwise.

If the Funds held by Lender is such ("institution") or in any Federal Home Loan Bank, Lender shall apply the Funds to pay (including Lender, if Lender is such ("institution")) the amount held by Lender may require immediate payment to the Funds held by Lender to verifying the Escrow items, unless Lender may require immediate payment to the Funds held by Lender to make up the deficiency in accordance with this loan, unless applicable law provides otherwise.

The Funds shall be held in a institution whose deposits are insured by a federal agency, instrumentality, or authority for which each deposit to the Funds was made, unless Lender may require immediate payment to the Funds held by Lender to make up the deficiency in accordance with this loan, unless applicable law provides otherwise.

Borrower to verifying the Escrow items, unless Lender may require immediate payment to the Funds held by Lender to make up the deficiency in accordance with this loan, unless applicable law provides otherwise.

Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, these insurance premiums of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood

2. Funds for Taxes and Insurance by the Note and any prepayment charges due under the Note.

Principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

implied warranties by jurisdiction to constitute a uniform security instrument covering real property.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower grants and conveys the Property and that the Property is unencumbered, except for encumbrances of record, mortgages and assessments which may affect the title to the Property as a lien on the Property; for (a) yearly leasehold

TOGETHER WITH ALL the improvements 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."

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."

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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.

**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 shall pay the premiums 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 mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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Single Family - Family Affordability Test INFORMATION STATEMENT - Uniform Conventions 9/99 (page 4 of 6 pages)

18. Borrower's Right to Renegotiate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument withdrawn within which Borrower must pay all sums secured by less than 30 days from the date the notice is delivered or mailed within which Borrower may demand an Borrower.

19. Leader exercices his option, leader shall give Borrower notice of acceleration. The notice shall provide a period of Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedy permitted by this Security Instrument. Leader shall give Borrower notice of demand on Borrower.

20. Transfer of the Property or a Beneficial Interest. If it is sold or transferred under provision of this instrument it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Leader's prior written consent, Leader 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 Leader if exercise is prohibited by federal law as of the date of this Security Instrument.

21. Borrower's Copy. Borrower shall be given one countersigned copy of the Note and of this Security Instrument.

22. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument and the Note which can supersede in which the Property is located. In the event that any provision of this Security instrument or the Note purports to be severable, to the contrary, is ineffective, the Note and the instrument or the Note shall be declared to be severable.

23. Assignment. Any assignment of this instrument shall be made to have been given to Borrower or Leader while given effect to the terms of this instrument.

24. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery in writing or by mail to Leader's address stated herein or any other address Leader designates by notice to Borrower. Any notice provided for in this Security instrument shall be given to Leader while given effect to the terms of this instrument.

25. Payoff. If first class mail unless otherwise used, the notice shall be directed to the Property mailing it or by delivery in writing or by telephone to the holder of the note or to the Lender. Any notice to Borrower or Leader while given effect to the terms of this instrument shall be given to Borrower or Leader while given effect to the terms of this instrument.

26. Payment Under the Note. If a refund reduces principal, the reduction will be treated as a partial prepayment without any direct payment to Borrower. Leader may choose to make this refund by reducing principal owed under the Note or by making a refund to the borrower.

27. Exceeding the Permitted Limits. (a) any sum already collected from Borrower which exceeded permitted limits will be charged to the loan account but does not exceed the Note; (b) any such loan charge shall be reduced by the amount necessary to reduce with the loan account but does not exceed the Note; (c) any such loan charges called or to be collected in connection with the loan account but does not exceed the Note.

28. Successors and Assigns. If the loan secured by this Security instrument is subject to a law which sets maximum loan consent, and that law is finally interpreted so that the interest or other loan charges called or to be collected in connection with the loan account but does not exceed the Note.

29. Successors and Assigns. Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit them, successors and assigns of Leader and Borrower, subject to the provisions of the Note.

30. Successors and Assigns. Release; Forbearance by Leader. Extension of the time for payment or modification of the Note or release of the excess of the monthly payments referred to in paragraphs 1 and 2 or change in amount of such payments.

31. Successors and Borrower. Officiate agree in writing, any application of proceeds to principal shall not extend or sums secured by this Security instrument, whether or not due.

If the property is abandoned by Borrower, or if, after notice by Leader to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Leader within 30 days after the date the notice is given, Leader is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not due.

If the property is abandoned by Borrower, the proceedings shall be applied to the sums secured by this Security instrument whether or not the sums are otherwise payable before the taking, unless Borrower and Leader otherwise agree in writing or unless application immediately before the taking is less than the amount of the sums property in which the fair market value of the Property immediately before the taking is less than the event of a partial taking of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the property (a) the total amount of the sums secured by this Security instrument shall be reduced by the amount of the following fractions: (i) the fair market value of the sums secured by this Security instrument immediately before the taking, divided by (ii) the fair market value of the sums secured by this Security instrument immediately before the taking, unless Borrower and Leader otherwise agree in writing, which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums instrument, whether or not due, with any excess paid to Borrower. In the event of a partial taking of the Property in instrument, whether or not due, in the event of a partial taking of the Property immediately before the taking, unless Borrower and Leader otherwise agree in writing, 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 Borrower and Leader otherwise agree in writing, shall be paid to Leader.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assented and

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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 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 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.

**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.

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Form 3014 9/90 (page 6 of 6 pages)

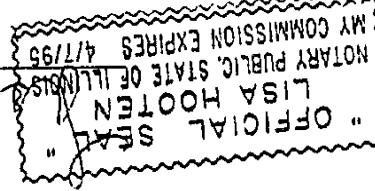
WORTH, IL 60482  
5161-67 W. 111TH STREET  
(Address)

CHARLES E. MESSINGER & CO., INC.

LORETTA SUPANTICH  
(Name)

This instrument was prepared by

Nolaray Public



My Commission expires:

Given under my hand and official seal, this 8TH day of OCTOBER, 1991 forth,

and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed

, personally known to me to be the above person(s) whose name(s) ARE

do hereby certify that THOMAS VAN KUIKEN AND BETTE J. VAN KUIKEN, HIS WIFE

, a Notary Public in and for said county and state,

1. THE UNDERSIGNED

STATE OF ILLINOIS,

County ss:

Social Security Number 322-58-3297  
BETTE J. VAN KUIKEN (Seal)  
Social Security Number 318-66-5020  
THOMAS VAN KUIKEN (Seal)

TITLE COMPANY REPRESENTATIVE

Witnesses:

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

Other(s) (Specify)

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider

[Check applicable box(es)]

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 as if the rider(s) were a part of this Security Instrument. Supplemental instruments 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.

X