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## MORTGAGE

FMC # 056074-1

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 1, 1991

The mortgagor is DONALD G. JOHNSON AND BILLIE F. WITTING-JOHNSON, HIS WIFE

FLEET NATIONAL BANK ("Borrower"). This Security Instrument is given to which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 11200 WEST PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224

SIXTY THOUSAND AND 00/100 Dollars (U.S. \$ 60,000.00). 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 DECEMBER 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 1 IN THE WOODLANDS RESUBDIVISION OF LOT 6 (EXCEPT THE NORTH 33 FEET THEREOF AND EXCEPT THE WEST 150 FEET THEREOF) IN CROSS SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

28-09-201-024  
which has the address of 4925 WEST 144TH STREET  
[Street]  
Illinois 60445 ("Property Address");  
[Zip Code]

MIDLOTHIAN  
[City]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876 (9012)

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

Great Lakes Business Forms, Inc. ■  
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Form 304-99d (page 2 of 2 pages)

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or heretofore erected on the property covered by fire, hazard insurance 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 time required against loss by fire, hazards included within the term "extended coverage" and any other hazards, including

Borrower shall promptly disclose any loan above within 10 days of the giving of notice. One or more of the actions set forth above within 10 days of the giving of notice:

Over this Security instrument, Lender may give Borrower a notice identifying the lien or take over this Security instrument. If Lender determines that any part of the Property is subject to a lien which may affect the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the lien by, or defends against enforcement of the lien in a manner acceptable to Lender; (b) conveys in good faith the right to the property to the payee of the assignment secured by the lien in a manner acceptable to Lender; (a) agrees to the terms of the assignment of the security instrument unless Borrower: (a) agrees

Borrower shall promptly disclose any loan which has priority over this Security instrument to Lender reciting the priorities; if Borrower makes these payments directly, Borrower shall promptly furnish to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of motions to be paid under this paragraph; 2, or if not paid in that manner, Borrower shall pay them on time by, or defend against the property which may claim priority over this Security instrument, expenses and impossibility attributable to the payment of these obligations in the manner provided in paragraph 2, or any late charges due under the Note.

**4. Charges, Items.** Borrower shall pay all taxes, assessments, charges, fines and impossibility attributable to the payment of paragraphs 1 and 2 shall be applied: first to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2 held by Lender; third, to interest to any late charges due under the Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under this Security instrument in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under paragraph 2, Lender shall acquire or set the Property, Lender prior to the acquisition of this Security instrument, shall apply the sums of interest or late fees and impossibility to the sums

held by Lender in accordance with the requirements of applicable law. If the amount of the excess funds held by Lender is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, Lender shall pay the excess funds held by Lender in accordance with this loan until this account is closed by Lender to pay to Lender the amount needed to pay the Escrow items, unless otherwise sole discretion.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security instrument, unless otherwise monthly payments, to Lender sole discretion. Borrower shall make up the difference in the amount held by Lender to pay to Lender the amount necessary to make up the difference. Borrower shall pay to Lender in any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, Lender to pay the excess funds held by Lender in accordance with this loan until this account is closed by Lender to pay to Lender the amount needed to apply the Escrow items, unless otherwise sole discretion. Unless an estimate is made of applicable law requirements in connection with this loan, unless applicable law provides otherwise, Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan until this account is closed by Lender to pay to Lender the Escrow items, Lender may not charge Borrower interest on the funds and applying the funds, annually applying the escrow items, Lender is such a federal Home Loan Bank, Lender shall apply the funds to pay the Escrow items, Lender is such as trust or corporation or in any Federal Home Loan Bank, Lender, or entity including Lender, if Lender is such as a federal agency, institutionally, or entity

The funds shall be held in an institution whose deposits are insured by a federal agency, institutionally, or entity

estimates of expenditures of funds, borrow items or otherwise in accordance with applicable law. Law that applies to the lesser amount, Lender may estimate the amount of funds due on the basis of current data and reasonable exceed the lesser amount, if so, Lender may amend from time to time, 12 U.S.C. § 2601 et seq. ("RESA"), unless another amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, if any time, collector and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, if any time, collector and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, if any time, (c) yearly insurance premiums, if any, and (d) yearly flood insurance premiums, if any, and (e) yearly hazard insurance premiums, if any, and (f) yearly taxes and assessments which apply to the property over this Security instrument as a lien on the property; (b) yearly leasehold taxes and assessments which apply to the property over this Security instrument as a lien on the property; (c) for (a) yearly

Lender on the day of month by which payments are due under the Note and by written waiver by Lender, Borrower shall pay to Lender of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due the payment of principal and interest Prepayment and Late Charges, Borrower shall promptly pay when due the

**UNIFORM COVENANTS.** Borrower and Lender shall agree as follows:

**THIS SECURITY INSTRUMENT** constitutes a uniform security instrument covering real property.

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or heretofore erected on the property, All replacements and additions shall also be covered by this Security instrument, appurtenances,

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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 24(b) 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 for early 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 or obtain substantially equivalent to the original insurance, promptly in effect, at least substantially equivalent to the cost to Borrower of the existing 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 such amounts as are equal to the width of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of insurance premiums. Lender's acceptance of payments may no longer be required, at the option of Lender, if mortgage insurance coverage is obtained and continues the period that Lender requires, provided by an insurer approved by Lender again becomes substantially equivalent to the existing coverage, the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve in lieu of insurance premiums, in accordance with any written agreement between Borrower and Lender, or as set forth below.

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

**10. Condemnation.** If there is any award or claim for damages, direct or consequential, in connection with any



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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 Substance 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 in full of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recording costs.

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

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Office

BOX 333

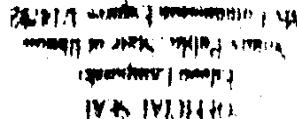
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Form 301A - 9/98 (Part 6 of 6 pages)

HOMEWOOD, ILLINOIS 60430  
1723 SOUTH HASTED  
Fleet Mortgage Corp.  
PAUL D. HAYES FOR:  
DOCUMENT PREPARED BY:

This instrument was prepared by Paul D. Hayes for Fleet Mortgage Corp.

Notary Public



My Commission Number

Given under my hand and official seal, this 15<sup>th</sup> day of November, 1998.

for the

and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth and subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed personally known to me to be the same persons whose name(s) ARE do hereby certify that DONALD G. JOHNSON AND BILLIE F. WITTING-JOHNSON, HIS WIFE

of County SS Cook STATE OF ILLINOIS,

THE UNDERSIGNED

Social Security Number  
BILLIE F. WITTING-JOHNSON, HIS WIFE Response  
DONALD G. JOHNSON  
Social Security Number  
Donald G. Johnson  
Signature  
(Seal)

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

- Check applicable box(es).
- 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
  - Other(s) [Specify]

Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. 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 if one or more riders are executed by Borrower and recorded together with this Security Instrument.

[Check applicable box(es).]