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PREPARED BY AND MAIL TO:

LOAN # 2409852

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181



92111880

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[Space Above This Line For Recording Data]

MORTGAGE

DEPT-01 RECORDING \$31.50
71111 TRAN 2396-07/20/92 15:39:00
#3039 # 92-531794
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 15th, 1992** by **Ralph Heersema and Mary E. Heersema, his wife**, as joint tenants

DEPT-01 RECORDING \$31.50
71333 TRAN 9882-02/21/92 16:10:00
#8132 # 92-111880
COOK COUNTY RECORDER

RALPH HEERSEMA and MARY E. HEERSEMA, HIS WIFE, AS JOINT TENANTS ("Borrower"). This Security Instrument is given to **FIRST ILLINOIS BANK & TRUST**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, address is **14 S LAGRANGE ROAD, LAGRANGE, IL 60525**

SEVENTY FOUR THOUSAND FIVE HUNDRED & 00/100 Dollars (U.S. \$ 74,500.00). 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 **MARCH 1, 2012**.

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 **TAX ID #: 27-22-415-009**, **COOK** County, Illinois; **PARCEL 1: BEING PART OF THE PART OF THE SECTION 22, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;** **LOT 40 IN GREEN ACRES V, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;** **PARCEL 2: BEING THAT PART OF THE EAST 5.00 FEET OF LOT 38 IN GREEN ACRES IV, LYING WEST OF AND ADJOINING SAID LOT 40 IN GREEN ACRES V, BOTH BEING SUBDIVISIONS OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

*** THIS DOCUMENT IS BEING RE-RECORDED TO COMPLETE THE NOTARY SECTION ***

which has the address of **16626 O'BRIEN DRIVE, ORLAND HILLS, ILLINOIS 60477** ("Property Address");

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 1 of 6

OR (IL) (0105) 2409852 VMP-MORTGAGE FORMS (313)298-8100 (800)621-7191

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Page 1 of 6

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Handwritten signature and initials

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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 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 to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity, (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to 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 shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

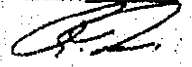
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

Page 8 of 8

Form 3014 9/90

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Main body of the document containing legal clauses and terms.

Final page of the document with footer information.

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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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in 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 Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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 such payments.

11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

limited to reasonable attorneys' fees and costs of title evidence. shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured 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) any covenant or agreement in this Security Instrument (but not prior to acceleration) under paragraph 17 unless

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

to health, safety or environmental protection. this paragraph 20. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate 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 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 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. 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 and to maintenance of the Property.

Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any information required by applicable law.

address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and 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 as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security acceleration under paragraph 17.

hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of Instrument shall remain unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as Instrument) shall have the right to have

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

than 30 days from the date the notice is mailed or mailed within which Borrower must pay all sums secured by this Security Instrument. If Lender exercises this option, the notice shall be effective as if no acceleration had occurred. The notice shall provide a period of not less Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this requirement shall not apply if the transfer is prohibited by federal law as of the date of this

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

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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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

[Signature] _____ (Seal)
RALPH HEERSEMA - Borrower

[Signature] _____ (Seal)
MARY H. HEERSEMA - Borrower

_____ (Seal) - Borrower

_____ (Seal) - Borrower

STATE OF ILLINOIS, Cook County ss

I, the undersigned, a Notary Public in and for said county and state do hereby certify that Ralph Heersema & Mary E. Heersema, his wife, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered 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 20th day of FEBRUARY, 1992

My Commission Expires: OFFICIAL SEAL
Evan L. Bontcher
Notary Public, State of Illinois
My Commission Expires 12-4-95

[Signature]
Notary Public

This Instrument was prepared by: JENNIFER DEMIRO
RECORD AND RETURN TO: Page 6 of 8 Form 3014 9/90
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181