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Return Recorded Doc To:
Bank One Mortgage Corporation
9399 W. Higgins Road, 4th Floor
Rosemont, IL 60018-4943
Attn: Post Closing Department

MAIL TO

92963858

92963848

[Space Above This Line For Recording Data]

MORTGAGE

MEETINGS
3500-3600
0.45%
1000-1100

THIS MORTGAGE ("Security instrument") is given on December 14, 1992 . The mortgagor is

December 14, 1992

. The mortgagor is

WILLIAM J. HARE & JOAN C. CLEMENTS, KNOWN AS HUSBAND AND WIFE

(“Borrower”). This Security Instrument is given to **DAC ONE MORTGAGE CORPORATION**

which is organized and existing under the laws of THE STATE OF DELAWARE , and whose address is BANK ONE CENTER/TOWER, 111 Monument Circle INDIANAPOLIS, INDIANA 46277-0010 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand and No/100 \$100,000.00

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 January 7, 2023. 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:

P I N # 18-07-211-022

The South 32 feet of Lot 3 and the North 78 feet of Lot 4 in Block 12 in Forest Hills of Western Springs Cook County, Illinois, a Subdivision of Henry Sinfeldt and George L. Bruckert of the East 1/2 of Section 7 Township 38 North, Range 12, East of the Third Principal Meridian and parts of Blocks 12, 13, 14 and 15, in "The Highlands", being a subdivision of the Northwest 1/4 and the West 800 feet of the North 144 feet of the Southwest 1/4 of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois lying East of a line 33 feet West of and parallel with the East line of said Northwest 1/4 of said Section 7, in Cook County, Illinois.

which has the address of 4824 WOLF ROAD
Illinois 60556

WESTERN SPRINGS
("Property Address");

{Street, City}.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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V&P MORTGAGE FORMS - (312) 293-4120 - (800) 521-7221

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Form 3014 9/90
Amended 5/91

155 MARCH

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6-R(1) (93)

of the actions set forth above within 10 days of the giving of notice. Security Instrument, Leader may give Borrower a notice indemnifying the loan. Borrower shall satisfy the loan or take one or more steps Security Instrument if Leader determines that any part of the Property is subject to a loan which may affect another party over this by enforcement of the loan; or (c) secures from the holder of the loan an assignment subservient to Leader's subordination of the loan to another party to prevent the by, or demands against enforcement of the loan in, legal proceedings which in the Leader's opinion operate to prevent the uniting to the payment of the amount secured by the loan in a manner acceptable to Leader; (b) consents in good faith the loan Borrower shall promptly discharge any loan which has priority over this Security Instrument unless Borrower: (a) agrees to

Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payment.

Borrower owing payment Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If payment is made in full manner provided in Paragraph 2, or if not paid in full manner, Borrower shall pay claim on time directly to the obligors in the manner provided in Paragraph 2; which may retain priority over this Security Instrument and exchange payments of ground rents, if any. Borrower shall pay these which may retain priority over this Security Instrument and exchange payments of ground rents, if any. Borrower shall pay these

4. Charges: Lien. Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the Property until, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraphs 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under paragraphs

Security Instrument.

Property, shall apply any Funds held by Leader at the time of acquisition or sale as a credit against the sums secured by this held by Leader. (f), under Paragraph 2, Leader shall acquire or sell the Property, Leader, prior to the acquisition or sale of the Upon payment in full of all sums secured by this Security Instrument, Leader shall promptly refund to Borrower any Funds monthly payments, at Leader's sole discretion.

Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months sufficient to pay the Escrow items when due, Leader may so notify Borrower, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader is any sum if the Funds held by Leader shall account to be paid, Leader shall not be required to pay Borrower any interest on amounts on the Funds held by Leader in connection with this loan, unless applicable law provides otherwise. Unless an independent real estate law permits Leader to make up the deficiency in Escrow items and applicable law permits Leader to make up the deficiency in Escrow items and debits to the Funds, showing credits and debits to the Funds, leader shall be paid on the Funds. Leader shall give to Borrower, without charge, any unused accountings of the Funds, showing credits and debits to the Funds, showing credits and debits to the Funds held by Leader may agree in writing, however, that interest shall not be charged for any amounts on the Funds. Leader and creditor shall agree in writing and applicable law provides otherwise. Unless an independent real estate law permits Leader to make up the deficiency in Escrow items and applicable law permits Leader to make up the deficiency in Escrow items and debits to the Funds, showing credits and debits to the Funds, showing credits and debits to the Funds held by Leader may require Borrower to pay a due date charge for an independent real estate law permitting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an independent real estate law permits Leader to make up the deficiency in Escrow items and applicable law permits Leader to make up the deficiency in Escrow items and debits to the Funds, showing credits and debits to the Funds, showing credits and debits to the Funds held by Leader may collect and hold Funds in an amount not to exceed the maximum amount a Leader for a federally related mortgage loan may collect, if U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds less a lesser amount, if so, Leader may collect and hold Funds in an amount not to exceed the maximum amount a Leader for a federally related mortgage loan may collect or provide insurance premiums. These items are called "Escrow items." Provisions of paragraph 8, in lieu of the payment of mortgage payable by Borrower to Leader, in accordance with the any); (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Leader, in accordance with the or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (g) yearly property insurance over this Security Instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attain priority over this Security Instrument as a sum ("Funds") for (a) yearly rates Leader of the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly rates 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leader, Borrower shall pay to principal of and interest on the debt evidenced by the Note and late charges due under the Note.

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

UNIFORM COVENANTS, Borrower and Leader covenant and agree as follows:

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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included 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 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

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15. 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 is invalid or unenforceable, to the extent permitted by 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it under the Note.

15. Instruments. Any notice to Borrower or Lender given to Borrower or Lender when given as provided in this paragraph.

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 interests of 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 limits; and (b) Any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument.

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.

If the Property is sold and used by Borrower, or if, after notice by Lender to Borrower that the condominium 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 sum secured by the Property.

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 there are any excess paid to Bonrower. 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 Bonrower 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 less than the amount of the sums secured immediately before the taking, unless Bonrower 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.

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

For inspection, records of all major fire losses, reasonable care should be taken to insure that the cause for the loss is determined.

Insubordinate ends in accordance with any written agreement between Borrower and Lender or applicable law.

payments may no longer be required, at the option of Landlord, if insurance coverage is available for the amount and for the period that Landlord requires) provided by Landlord against losses available and is obtained. Borrower shall pay the premiums required to maintain insurance in effect, or to provide a loss service, until the requirement for mandatory

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this 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 option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 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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My Commission Expires:	5-5-98	My Commission Expires:	May 5, 1996
NOTARY PUBLIC, STATE OF ILLINOIS	PACIFIC TITLE	NOTARY PUBLIC, STATE OF ILLINOIS	May 5, 1996
BANC ONE MORTGAGE CORPORATION	KRISTI J. RYAN	BANC ONE MORTGAGE CORPORATION	PAUL KOURTINIK
OFFICIAL SEAL			

This instrument was prepared by: PAUL KOURTINIK

My Commission Expires: 5-5-98

Notary Public

Given under my hand and official seal, this 14th day of December 1992.

Given and delivered the said instrument as Trust 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 Paul Kourtinik, personally known to me to be the same person(s) whose name(s)

Paul Kourtinik

1. *The undersigned*
a Notary Public in and for said county and state do hereby certify that

Coch County County ss:

STATE OF ILLINOIS,

Borrower _____
(Seal) _____ Borrower _____
(Seal) _____

Borrower _____
(Seal) _____ Borrower _____
(Seal) _____

Borrower _____
(Seal) _____ Borrower _____
(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.
Witnesses:

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

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.

Property of Cook County Clerk's Office