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PREPARED BY AND MAIL TO:

LOAN # 2302039

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

A.T.G.F.
BOX 370

92977598

(Space Above This Line For Recording Data)

MORTGAGE

DEPT-01-RECORDING

: 102222 TRAN 3195 12/29/92 10:17:00
: 48305 A *-92-977598
: COOK COUNTY RECORDER

\$31.00

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 9th, 1992**

The mortgagor is

ROBERT B. JORDAN and
JENNIFER G. JORDAN, HUSBAND AND WIFE

92977598

("Borrower"). This Security Instrument is given to
SUBURBAN NATIONAL BANK OF ELK GROVE VILLAGE

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose
address is **500 E. DEVON AVE.**

ELK GROVE VILLAGE, IL 60007 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THOUSAND & 00/100

Dollars (U.S. \$ 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 3, 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
TAX ID #: 07-30-206-017 **COOK** County, Illinois:
**LOT 17 IN BLOCK 59 IN HANOVER HIGHLANDS UNIT NO. 8, A SUBDIVISION OF PART OF
THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1968
AS DOCUMENT 20710037 IN COOK COUNTY, ILLINOIS.**

which has the address of **7827 NORTHWAY DRIVE** **HANOVER PARK**
Illinois 60103 **(Property Address):**

2
3/00
(Street, City),

[Zip Code]

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

000-8A(IL) (9108) 2302039 **VMP MORTGAGE FORMS • (313)283-8100 • (800)521-7281**

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Form 3014 8/90
Amended 5/91
Initials: *RJD*

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INVESTIGATOR
Form 3014-8/80

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of the actions set forth above within 10 days of the giving of notice. Security Instrument, Lender may give Borrower a notice identifying the lessor, Borrower shall satisfy the lessor or take one of more actions determined by Lender that any part of the Property is subject to a lessor which may affect property, over this instrument of the lessor; or (c) secures from the holder of the lessor an assignment satisfactory to Lender's satisfaction to Lender's option to prevent the conveyance of the lessor, in legal proceedings which in the Lender's opinion operates to Lender's benefit; or (d) conveys to good faith the lessor to the payment of the obligation secured by the lessor in a manner acceptable to Lender; (e) conveys to Borrower that property described by the lessor in this Security Instrument unless Borrower: (f) agrees in writing to the payment of the obligation secured by the lessor in a manner acceptable to Lender; (g) agrees in writing to pay monthly installments any lessor which has priority over this Security Instrument the payment.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment. If person owed payment shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time due to the which may result in late payment, and lessor shall pay round rents, if any. Borrower shall pay those charges; likewise, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may result in late payment, or ground rents, if any. Borrower shall pay these taxes and assessments directly over this Security Instrument to Lender.

4. Charges: Likewise, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may result in late payment, or ground rents, if any. Lender's under paragraph 2, to interest due; fourth, to principal due; and last, to any late charges due under this Note.

1. Rnd 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

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

Securities Instrument, shall apply. Any funds held by Lender at the time of acquisition or sale as a result of the sale of the held by Lender. If, under paragraph 2, Lender shall receive or sell the Property, Lender, up to the acquisition or sale of the

Upon payment 1, full of all sums secured by this Security Instrument, Lender shall remain to Borrower any funds monitory payments, at Lender's sole discretion.

to Lender the amounts necessary to make up the deficiency. Borrower shall take up the deficiency in no more than twelve months sufficient to pay the Escrow funds which may be timely Borrower's, and, in such case Borrower shall pay the excess funds in accordance with the requirements permitted to be paid by applicable law, Lender shall account to Borrower for the Funds held by Lender accrued the amounts permitted to be paid by applicable law, Lender shall account to Borrower for

If the Funds held by Lender exceed the amount necessary to be paid by applicable law, Lender shall account to Borrower for

made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was

Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an

requisites material to be paid, Lender shall not be required to pay Borrower any interest on certain amounts of certain services on the Funds, Borrower and

Lender in connection with this loan, unless applicable law or regulations otherwise. Unless an agreement is made or applicable law

However, Lender may require Borrower to pay a sum the charge for an independent real estate tax reporting service used by

the Escrow Lender, unless Lender pays Borrower for holding and applying the escrow account to make such a charge.

Lender, if Lender is such as such an institution), or a any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow

The Funds shall be held in an institution whose deposits are insured by a federal agency, but noninsured, or entity (including

otherwise in accordance with applicable law.

estimates the amounts of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or

amounts, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may be

amended from time to time, U.S.C. Section 2601 et seq. ("REFPA"), unless another law that applies to the Funds sets a lesser

interestage loan may require Borrower's account under the general Real Estate Settlement Procedures Act of 1974 as

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related

provisions of Pub. Law 88-162, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items.

any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; or

and assessments which may affect this Security Instrument as a lessor of the Property; (b) yearly leasehold payments

Lender on the day monthly payments are due under this Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly leases

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

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

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

THIS SECURITY INSTRUMENT combines uniform instruments for national use and non-uniform covering real property.

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,

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and

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, all replacements and additions to 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 where it was executed or delivered, which law is intended to govern the transaction.

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 listed herein or to any other address Lender designates by notice to Borrower. Any notice given as provided for in this Security Instrument shall be deemed to have been 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits shall be refunded to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any repayment charge whatever, but if a refund reduces principal owned under the Note or by making a direct payment, Lender may choose to make this refund by reducing the principal owned under the Note or by making a direct payment to Borrower, or by reducing the principal owned under the Note or by making a direct payment to Borrower, whichever may be more beneficial to Lender.

11. Borrower Not Rebased; Robesmead by Lander Not a Voter. Extension of the time for payment of amortization of the sums received by the Security instrument granted by Lander to any successor in interest of Borrower shall not operate to release the liability of the original Power of Borrower's successors in interest. Lander shall not be required to pay to the original Power of Borrower any sum received by him or her under Note A voter.

Unless Leschild and Borromeo agree to withdraw, they appurtenant or principal shall not extend or pay any
the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 due).

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, withatty excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value be paid to Lender.

10. Compensation. 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 distributed among the heirs and next-of-kin of the deceased owner, and the heirs and next-of-kin of the surviving owner.

payments may no longer be required, at the option of Lender, if mortgagor becomes covered by an insurance policy that Lender approves, if mortgagor becomes disabled and for the period that Lender is no longer approved by an insurer approved by Lender, at the option of Lender, if mortgagor has been granted a discharge in bankruptcy or if mortgagor dies.

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(9016) (7) 80-1138

21. Acceptation or Agreement: Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any provision of this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt 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, together with interest thereon at the rate agreed upon or before the date of the default or any other default of Borrower to accelerate and foreclose. If the default is not cured in the time specified in the notice, Lender, at his option, may require immediate payment in full of all sums secured by this Security Instrument without 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 (i), reasonable attorney fees and costs of title evidence.

22. Release. Upon payment 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 acquisition in the Property.

NON-UNIFORM COVARIANTS, BOUNDARY AND LEADER FURTHER COVARIANTS AND \mathcal{L}_T - \mathcal{G} FOLLOWERS

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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] _____

- I-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:

Robert Jordan
ROBERT R. JORDAN

(Seal)
Bennett

JENNIFER G. JORDAN

(Seal)
Borrower

STATE OF ILLINOIS.

County 202

L. RALPH J. SCHUMANN

a Notary Public in and for said county and state do hereby certify that

ROBERT E. JORDAN and JENNIFER G. JORDAN

, 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 he 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

day of December 1992

My Commission Expires:

The official seal of the State of Illinois, featuring a central shield with a plow, a sheaf of wheat, and a compass rose, surrounded by the words "THE GREAT SEAL OF THE STATE OF ILLINOIS".

This Instrument was prepared by:

JENNIFER WORTNER

RECORD AND RETURN TO: Page 8 of 8
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181