

MAIL DOCUMENTS TO:
FIRST ILLINOIS MORTGAGE CORPORATION
1440 RENAISSANCE DRIVE
PARK RIDGE, ILLINOIS 60068

UNOFFICIAL COPY

92082182

92082182

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security instrument") is given on

FEBRUARY 03, 1992

The mortgagor is

MARK JACSON AND CAROLE JACKSON (Mark and wife)

("Borrower"). This Security Instrument is given to

FIRST ILLINOIS BANK OF EVANSTON, N.A.

which is organized and existing under the laws of THE UNITED STATES
and whose address is 800 DAVIS STREET, EVANSTON, ILLINOIS 60201

(Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY-SIX THOUSAND AND 00/100

Dollars (U.S. \$ 126,000.00)

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 MAY 31, 2007. 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 29 IN SMITH AND DAWSON SECOND ADDITION TO COUNTRY CLUB ACRES PROSPECT HEIGHTS, ILLINOIS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHPAST 1/4 AND THE WEST 10 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PL# 03-02-405-005

which has the address of 109 E. OLIVE AVE. PROSPECT HEIGHTS,
Illinois 60071 ("Property Address").

[Street, City]

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

8R(IL) 1976

VMP MORTGAGE FORMS 001379 146700 00005217293

MORT

LOAN NUMBER: JACKSON

Form 3014 8/90
Amended 5/91

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7100

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^{16.} Borrower's copy; however, he gave one lent to him by his son, George, his instrument.

(2) **Competing Law**: Security instruments shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision of this Security instrument 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.

14. **Notes:** Any notice to forwarder provided for in this Security instrument shall be given by deliverying it or by mailing it by first class mail unless otherwise law requires use of another method. The notice shall be directed to the forwarder provided for in this Security instrument and forwarded to the forwarder of record or to his/her addressee.

13. **Joint Committee.** If the loan secured by this Security Instrument is sublet to a lessee without the written consent of the Seller, the Seller may terminate the lease and sue for damages for any loss suffered by the Seller as a result of the joint occupancy under the Note.

11. **Rotator cuff Rely-based; Rotator cuff & Washer; Rely Lander**; By extension of the time for payment of medical treatment of shoulder joint sustained by this person during his/her treatment period for any accident or injury due to the negligence of the medical practitioner or the medical institution or the medical equipment used by him/her.

If the Property is demanded by Borrower or if the other notice by Lender to Borrower that the vendor's offers to make available a dwelling to the vendor's wife, Borrower, fails to respond to Lender within 30 days after the date the vendor or seller has drawn up documents, Borrower shall be entitled to rescind the loan agreement to Lender as authorized in clause 10.2 above, subject to the condition that the vendor has given notice to Lender of his intention to rescind the loan agreement to him and Lender has given notice to the vendor of his intention to rescind the loan agreement to him.

In the event of a total taking of the property, the proceeds shall be applied to the sum received by this Security Instrument, whether or not there are any excess paid to Mortower. In the event of a partial taking of the property in which the lessee has received a value of the property immediately before the taking is equal to or greater than the amount of the sum received by this Security Instrument immediately before the taking, unless Mortower and I enter otherwise agree in writing, the sum received by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following ratio:

10. **Endorsement.** The proceeds of any award or claim for damages, direct or consequential, in connection with any endorsement or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to [name].

9. Inspection: Landlord or his agent may make reasonable entries upon and inspections of the Property.

passengers may be required to pay the amount of coverage in the option of lessee, or the option of lessor, if mortgage insurance coverage is provided by the lessor under the lease.

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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 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 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 8, 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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8. Alternative insurance. It enables companies to diversify risk by insuring the losses suffered by their seafarers in case of damage to the premises or equipment as a result of maximum the loss of instruments, Borromer shall pay the premium rates incurred by him during the insurance period.

any amounts disputed by Lender under this paragraph 2 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.

7. Protection of Landlord's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument or if he fails to make payments when due, Lender may, without notice, enter upon the property and remove all fixtures and equipment therefrom.

possibly to the date of the monthly payments received or in paragraphs 1 and 2 of clause 6 the amount of the payments if under paragraph 2 the property is acquired by Landlord, however a right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to the extent of the sum secured by this Security instrument.

Properties damaged, if the lessor's claim to repair or replacement is not lessened. If the lessor's claim to repair or replacement of part of the lessor's security is not lessened, the lessor may sue for damages for the loss suffered by the lessor.

The insurance policies and rewards shall be acceptable to the carrier and shall include a standard insurance clause. Under such terms and conditions as may be agreed upon by the carrier and the insurance company.

5. Hazard or Property Insurance: Borrower shall keep the property contents insurance or fire險保費 on the

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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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Form 301A 9/90

8/27/94

111 Houston

111 E. 2nd

Waukegan IL 60085

8/27/94

"OFFICIAL SEAL" Waukegan Public
Rozanne M. Huston
Mayor Public, State of Illinois
My Commission Expires 8/27/94
111 E. 2nd Street, Suite 1110
Waukegan IL 60085
This instrument was prepared by
My Commission Expires

Given under my hand and official seal this 4th day of July 1992
signed and delivered the said instrument as a 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 he is
personally known to me to be the same persons whose name(s)

the 4th day of July 1992
a Notary Public in and for said county and state do hereby certify
that the above County of

Borrower
(Seal)
Borrower
(Seal)

July 04 1992 2521
Borrower
(Seal)

July 04 1992 9875
Borrower
(Seal)

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

- 1-4 Family Rider
1-4 condominium Rider
1-4 Residential Rider
1-4 Second Home Rider
Resale Improvement Rider
Resale Rider
Admissible Rate Rider
Gated Community Rider
V.A. Rider
Second Home Rider
Family Rider
Resale Rider
Other(s) [Specify]
[Check applicable boxes]

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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.