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MORTGAGE mortgagor is ... Darrell & Thomas and Carol M. Thomas ... his .wife...... . Напыныныя амеры принципальный принципальный принципальный принципальный принципальный принципальный принципаль ("Borrower"). This Security Instrument is given to Harris Bank Argo...... лиминаминичения принцинаминичения в достинаминичения поличения принцинаминичения принцинаминичения в принцинцинаминичения в принцинцини в принцинцини в принцинцини в принцинцини в принцинцини в принцини в п7549.W...63rd.Straet,..Summi [....1111nois....60501....................... ("Lender"), Borrower owes Lender the principar on of Ninoteon. Thousand .Rive .Hundred .and .no/100.... by Horrower's note dated the same date as this Secretary Instrument ("Note"), which provides for monthly payments, secures to Lender: (a) the repayment of the debt evidence, 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 Regreser's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby to a lange, prant and convey to Lender the following Lot 136 in Silo Ridge Estatos Unit 3 Phase 1, being a planned unit development of the East 1/2 of the Southwest 1/4 and West 1/2 of the Southeast 1/4 of Section 7, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Perm. Tax I.D. No. 27-07-400-003-0000

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Orland Park

ILLINOIS—Single Family—Famile Mae/Freddle Mac UNIFORM INSTRUMENT

60462 ("Property Address");

which has the address of ____136 Singletree Road

BANKERS SYSTEMS, INC., ST. CLOUD, MM 56362 (1-800-997-2341) FORM MD-1-IL PAGES

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TOORTHER 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 selsed 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 sacasments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasohold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance prendums; (d) yearly thood insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance well: the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escroy teros." 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 excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 ct seq. ("RESPA"), unless another low 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 Capte 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 Eserow Hems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow 🕰 account, or verifying the Escrow Items, unless the deer pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may figuire Borrower to pay a one-time charge for an independent real. 💫 estate tax reporting service used by Lender in connection with this form, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be faid. 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 Burrower 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 articlency. 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 small promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Center, 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 surelied by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to accounts 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 at to nable 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

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 flen 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 atmin priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the tien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurgion. 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 abandors the Property, or does not answer within 30 days a notice from Lender that the insurance earrier has offered to settle a casen, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay same secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Portower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the morthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property's acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior whe acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acordition.

6. Occupancy, Preservation, No intenance and Protection of the Property; Borrower's Loon 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 interesonably withheld, or unless extenuating circur stoness 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 torfeiture 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 in terially impair the lien created by this Security Instrument or Lender's security interest. Borrower may care such a default and re-instate, 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 elevant by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the ion application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lenger 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, Borrover shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee fide 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 Canter 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 Borrowe 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 remin these payments as a loss reserve in lieu

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DANKERS SYSTEMS, INC., ST. CLOUD, NN 58002 (1-800-007-2241) FORM NID-1-IL 28-91

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declared to be severable,

be given effect without the conflicting provision. To this end the provisions of this Security Instrument und the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can 15. Coverning 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

in this paragraph.

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

prepayment charge under the Note.

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

unike any accommodations with regard to the terms of this Security instrument or the Rote which that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Bonov er may agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Mote; (a) is co-signing this Security It strottent only to mortgage, grant and convey that Security Instrument shall bind and benefit the successors and assigns of tander and Borrower, subject to the provisions of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security

12. Successors and Assigns Bound, Joint and Several Lie ding; Co-signers. The covenants and agreements of this

not be a waiver of or preclude the exercise of any right or remedy,

original Borrower or Borrower's successors in interest. Any for commee by Lender in exercising any right or temedy shall otherwise modify unortization of the sums secured by this secured by the maternal by reason of any demand made by the shall not be required to commence proceedings against (aly successor in interest or required to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortisation of the sums secured o O's Security Instrument granted by Lender to any successor in interest

postpone the due of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Lender and Borrower officewise agree in writing, any application of proceeds to principal shall not extend or

the sums secured by this Security Instrurient, whether or not then due.

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to make an award or settle a claim 15 of anages. Borrower fails to respond to Leader within 30 days after the date the notice is If the Property is abandon at by Borrower, or if, after notice by Lender to Borrower that the condennor offers to

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

nasigned and shall be paid to Lender.

any condennation or other taking of any part of the Property, or for conveyance in tion of condemnation, are hereby 1b. Condemnition. The proceeds of any award or chim for dumages, direct or consequential, in connection with

give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall and Cender or applicable law.

toss reserve, mail the requirement for mortgage transance eads in accordance with any written agreement between Borrower available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a enverage (in the amount and for the period that Lender requires) provided by a manuer approved by Lender again becomes of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance

16. Horrower'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 Burrower. 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 sams 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 Horrower 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 nor limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the tien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sams 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 thous 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 applicant, 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 learn, 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 derived as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or taxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formuldehyde, 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 tess 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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24. Riders to this Security Instrumenthis Security Instrument, the covenants and asupplement the covenants and agreements Instrument. [Check applicable box(es)]	ent. If one or more riders are executed by higgeoments of each such rider shall be ince of this Security Instrument as if the rid	proporated into and shall amend and
☐ Adjustable Rate Rider ☐ Graduated Payment Rider ☐ Balloon Rider ☐ Other(s) [specify]	Condominium Rider Plunned Unit Development Rider Rate Improvement Rider	☐ 1-4 Family Rider ☐ Biweekly Payment Rider ☐ Second Home Rider
and in any rider(s) executed by Borrower and		
DO OF	Darrell K. Thomas Social Security Number 352-6	
Dop		-Bonower
	0	5-8446
[Spa	ce Below This Line For Acknowledgment]	
	CO,	
STATE OF ILLINOIS,	4 /	
I,THWojewnika Notary Public in and for said county and sta		and Carol M Thomas.
his wite	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	eqq;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;
personally known to me to be the same persor subscribed to the foregoing instrument, appea signed and delivered the instrument as	red before me this day in person, and ackno	wledged thatt he
set forth.	ar 2m2 and Mo	wah Juli
Given under my hand and official seal	, this 2nd day of MA	1941
My Commission expires:	TH.	h Soseumis
MOFFICIAL SEAL" T. H. WOJEWNIK HOTARY FUBLIC, STATE OF ALINOIS ANY COMMISSION EXPIRES 9-25-93	Nolary	Public

RETURN TO: HARRIS BANK ARGO, 7549 W. 63RD ST., SUMMIT, IL 60501

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