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DEPT-01 RECORDING

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COOK COUNTY RECORDER

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MORTGAGE

362641

ILDM

THIS MORTGAGE ("Security Instrument") is given on MARCH 24, 1992 by MICHAEL J VAN DRUNEN AND LISA VAN DRUNEN, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose address is P.O. BOX 5137, DES MOINES, IA 503065137

(Lender"). Borrower owes Lender the principal sum of NINETY NINE THOUSAND AND 00/100

Dollars (U.S. \$ ****99,000.00).

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 APRIL 01, 1999. 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:

(*SEE ATTACHED LEGAL DESCRIPTION*)

TAX STATEMENTS SHOULD BE SENT TO:

NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137

[Street, City].

which has the address of 16538 EVANS AVE SOUTH HOLLAND

Illinois 60473 [Zip Code] ("Property Address");

3550

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This instrument was prepared by:
930 WEST 175 STREET
NORMWEST MORTGAGE, INC.
My Commission Expires:
1992

Given under my hand and official seal this day of May, 1992
for 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
personally known to me to be the same person(s) whose name(s)

I, MICHAEL J VAN DRUNEN AND LISA VAN DRUNEN, HUSBAND AND WIFE
, a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS, COOK County ss:

Borrower
(Seal) _____
Borrower
(Seal) _____

LISA VAN DRUNEN
(Signature)
(Seal) _____

MICHAEL J VAN DRUNEN
(Signature)
(Seal) _____

Witnesses:
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
in any ride(s) executed by Borrower and recorded with it.

- [Check applicable box(es)]
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the agreements and covenants 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. 1LC6
- 1-4 Family Rider
 Adjustable Rate Rider
 Contodominium Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Quadruated Payment Rider
 Balloon Rider
 V.A. Rider
 Other(s) [Specify]

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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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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 or mailed within which Borrower must pay all sums secured by this Security instrument, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument, Lender's prior written consent. 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 may invoke any remedies permitted by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies 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 Lender exercises this option, Lender shall provide a period of no 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, before sale to the creditor of: (a) 5 days for such other period as applicable law may specify for repossessing this Security instrument; (b) entry of a judgment for repossession of this Security instrument; or (c) entry of a judgment enforcing this Security instrument. Those conditions are contained in this application for loan may apply to the creditor of this Security instrument. The creditor may reasonably require to assure Lender all sums which this Security instrument and the Note as if no acceleration had occurred; (b) Lender's right to Retainable. If Borrower meets certain conditions, Borrower shall have the right to have security interest in any other conveyances of any agreements or arrangements of any kind (known or unknown) which may be sold out or otherwise disposed of prior notice to Borrower. A sale may result in a change in the entity (known or unknown) which may be sold out or otherwise disposed of, if the new owner of the property of any kind (known or unknown) may give Lender notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property, its operation, use, or removal of any Hazardous Substances on or in the Property. Lender shall have the right to accelerate the note due to any government or regulatory agency or private party involving the Property, its operation, use, or removal of any Hazardous Substances on or in the Property. If Borrower has actual knowledge, Lender may give Lender notice of any Hazardous Substances that are generated, recognized to be appropriate to normal residential use, and to maintenance of the Property. Any removal or other remedial actions in accordance with Environmental Law will be necessary to remove any Hazardous Substances that are generated, recognized to be appropriate to normal residential use, and to maintenance of the Property. All necessary remedial actions in accordance with Environmental Law are to be taken by Borrower at its expense. If Borrower fails to take any removal or other remedial actions in accordance with Environmental Law, Lender may give Lender notice of any Hazardous Substances that are generated, recognized to be appropriate to normal residential use, and to maintenance of the Property. Lender may give Lender notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property, its operation, use, or removal of any Hazardous Substances on or in the Property. Lender shall give Borrower notice to accelerate the note due to any government or regulatory agency or private party involving the Property, its operation, use, or removal of any Hazardous Substances on or in the Property. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the states concerning where the Property is located that regulate to health, safety or environmental protection.
20. Environmental Laws. Lender shall give Borrower notice to accelerate the note due to any government or regulatory agency or private party involving the Property, its operation, use, or removal of any Hazardous Substances on or in the Property, if Borrower fails to comply with Environmental Law. Environmental Law and the following substances: asbestos, other hazardous or toxic 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 states concerning where the Property is located that regulate to health, safety or environmental protection.
21. Acceleration. Lender shall give Borrower notice to accelerate the note due to any government or regulatory agency or private party involving the Property, its operation, use, or removal of any Hazardous Substances on or in the Property, if Borrower fails to comply with Environmental Law.
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 recording costs.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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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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16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.
17. Borrower Not Released; Borrower shall not be released from liability for payment of the Note or this Security Instrument unless the entire principal amount is paid in full.
18. Condemnation or other taking of the Property. The proceeds of any award or claim for damages, direct or consequential, in connection with the condemnation or other taking of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.
19. Inspection. Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
20. 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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.
- In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Lender. In the event of a partial taking of the Property in which the fair market value of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the fair market value of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, and Lender shall be liable for the remainder.
- If the Property is sold, held, or otherwise disposed of by Borrower, or if Lender holds the same for a longer period than the time for which the condominium offer is made, Lender shall not be liable for the amortization of the sums secured by this Security Instrument or for the interest on the same.
- Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.
- If the Property is sold, held, or otherwise disposed of by Borrower, or if Lender holds the same for a longer period than the time for which the condominium offer is made, Lender shall not be liable for the amortization of the sums secured by this Security Instrument or for the interest on the same.
11. Borrower Not Released; Borrower Not a Waiver. Extension of time for payment of nonpayment of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph.
12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall be binding and severable by its successors and assigns to the extent of any right or remedy.
13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceeds 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 exceed principal or interest paid to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Lender's address stated herein or any other address Lender designates by notice to Borrower, Any notice provided for in this Note or any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail to the Lender's address stated herein or any other address Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Any notice provided for in this Note or any other address Borrower designates by notice to Lender.
14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing preparation charge under the Note.
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 can be construed without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect throughout the applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared void to the extent that any provision of this Security Instrument or clause of the Note which can be construed to violate the applicable law.
16. Entire Agreement. This Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
17. Security Instrument in which the Property is located, in the event that any provision of this Security Instrument or the Note can be construed to violate the applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared void to the extent that any provision of this Security Instrument or clause of the Note which can be construed to violate the applicable law.
18. Acknowledgment. This instrument shall be acknowledged by Lender and Borrower in the manner required by law.

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LEGAL DESCRIPTION

LOT 196 IN HOGEMSTRAS SECOND ADDITION TO DUTCH VALLEY, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 29-28-212-012

Property of Cook County Clerk's Office
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