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PREPARED BY AND MAILED TO:

LOAN # 7321031

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

923-9416

Type Above This Line For Recording Data

MORTGAGE

DEPT-01 RECORDING \$31.00
T02222 TRAN 5840 06/03/92 14158100
02392 * B *--72--389416
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on MAY 22nd, 1992

The mortgagor is

MICHAEL P. JURKE and
DIANA L. JURKE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
GARY-WHEATON BANK, NATIONAL ASSOCIATION

923-9416

which is organized and existing under the laws of
address is 120 N. WHEELER STREET

THE UNITED STATES OF AMERICA

and whose

WHEATON, IL 60187

(Lender). Borrower owes Lender the principal sum of

SEVENTY ONE THOUSAND TWO HUNDRED FIFTY 6,007.00

Dollars (U.S.) - 71,250.00

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 JUNE 1st, 2022. 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 920 IN WOODLAND HEIGHTS UNIT 2 BEING A SUBDIVISION IN
SECTIONS 23 AND 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE
THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED
IN RECORDER'S OFFICE ON NOVEMBER 28, 1958 AS DOCUMENT NO.
17389928 IN COOK COUNTY, ILLINOIS.

923-9416

DIN: 06-23-406-013
which has the address of 511 PARK BLVD.

STREAMWOOD

[Street, City]

Illinois 60107
[Zip Code]

("Property Address")

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

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Amended 5-91

MDR-IL-01-9 7321031

MDR MORTGAGE FORMS • 111-29-04096 • 600-021-100

6/28/98

May 1998

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1992-2014

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of the relations set forth above within 10 days of the giving of notice.

Security Instrument, Lender may give Borrower a notice demanding the return, however shall satisfy the lien or take one or more steps necessary to terminate, if under circumstances that any part of the Property is subject to a lien which may affect the title to the instrument of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing the Lender to write to the defendant against enforcement of the lien in, legal proceedings which to the Lender's opinion operate to prevent the writing to the defendant of the payment received by the Lien in a manner acceptable to Lender; (d) conveys in Good faith the Lien to Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) offers in

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

Person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if applicable in the manner provided in paragraph 2, or if not paid in due course, Borrower shall pay them on the date directly to the which may allow priority over this Security Instrument, and thereafter pay him in full, Borrower shall pay the

4. **Charges.** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

and, to interest due, fourth, or principal due, to any late charges due under the Note.

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

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

Security Instrument.

Property, shall apply any funds held by Lender at the time of acquisition of said as a credit toward the sums secured by this held by Lender. If, under paragraph 2, Lender shall assume of all sums secured by this Security Instrument, Lender shall provide to Borrower any funds

upon payment in full of all sums secured by this Security Instrument, Lender shall account to Borrower any funds

monday payments, at Lender's sole discretion.

Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve days sufficient to pay the excess items when due, so only Borrower is writing, and, in such case Borrower shall pay the excess items in accordance with the requirements of applicable law, in the amount of the funds held by Lender, if the deficiency is made of applicable law

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

amounts exceeding of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was

and may agree in writing, however, that interest shall be paid on the Funds, Lender shall receive any interest on the Funds, without charge, in connection with this loan, unless applicable law provides otherwise, Lender an aggregate real estate tax reporting service used by

However, Lender may require Borrower to pay a reasonable charge for an aggregate amount real estate tax reporting service used by

the Funds, unless Lender is unable to make a charge, Lender to make a charge, Lender to make a charge,

the Funds, Lender may not charge Borrower for holding the Funds, similarly mandating the account record, or verifying the

lender, if Lender is such as mentioned in any federal home loan bank, Lender shall apply the Funds to pay the federal

The Funds shall be held in an account, whose deposits are insured by a federal agency, instrumentality, or entity including

otherwise in accordance with applicable law.

amount of the amount of funds on the basis of current debt and reasonable estimates of expenditures of future federal items or amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may

amount from time to time, as U.S. Section 2601 et seq., "KESPA". unless another law limits such a lender for a federal period

marketable loan may require Lender and hold Funds in an amount not to exceed the maximum amount a lender for a federal period

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

provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, these items are called "federal items."

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

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

and assessments which may affect the Security Instrument as a lien on the Property; (b) yearly leasehold payments

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

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

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

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

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

various by joint resolution of county instrument covering real property.

THIS SECURITY INSTRUMENT combines several instruments for additional use and non-unitarm covenants with limited

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower waives and

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

All of the foregoing is referred to in this Security Instrument as the "Property". All covenants and addititons shall also be covered by this Security Instrument.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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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; Leasehold. 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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be severable.

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 are declared to be ineffective without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to constitute a valid and enforceable contract notwithstanding any provision to the contrary.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to Borrower at the address herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph, any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's by first class mail unless applicable law requires use of another method. The notice shall be directed to the property Address by first class mail unless applicable law requires otherwise. The notice shall be delivered to the property if it is by mailing it under the Note.

17. Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. Borrower may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. Borrower may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender. permitted limit and (c) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower exceeded 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) the interest of other loan charges collected or to be collected in connection with the loan and that law is finally interpreted so that the interest of other loan charges is subject to a law which sets maximum loan charges.

18. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument may agree to exceed, modify, forfeit or rescind by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to exceed, modify, forfeit or rescind by this Security Instrument and (d) is not personally obligated to pay the sums

19. Security Interest. Lender has a security interest in the Property in accordance with the Note.

10. Condemnation. The proceeds of any condemnation award or sale of the Property shall be applied to the payment of amounts secured by this Security Instrument prior to any other claim.

11. Borrower Not Kept from Refinancing; Joint and Several Liability. Extension of the time for payment of modification in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of the exercise of any

12. Successors and Assigns; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

13. Right of Remedy. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone by this Security Instrument a right to a later due date.

If the property is abandoned by Borrower, or if, after notice by Lender that the condominium offers to make an award of title a claim for damages, Lender fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, a right to a later due date.

14. Borrower Not Kept from Refinancing; Joint and Several Liability. Extension of the time for payment of modification in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of the exercise of any

15. Successors and Assigns; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

16. Right of Remedy. The proceeds of any condemnation award or claim for damages, direct or consequential, in connection with any

17. Condemnation. The proceeds of any application of proceeds to principal shall be applied to the payment of amounts secured by this Security Instrument prior to any other claim.

18. Governing Law; Severability. Lender or an agent may make reasonable charges upon and inspectors of the Property, Lender shall give

19. Inspection. Lender or an agent may inspect any written agreement between Borrower and Lender or applicable law.

20. Premises. Lender or an agent may inspect any written agreement between Borrower and Lender or applicable law.

21. Payment. Lender may no longer be required, at the option of Lender, to provide insurance coverage (in the amount and for the period

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- **16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- **17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Form 3014 9/90

OAKBROOK TERRACE, IL 60181
1901 SOUTH AVIATION ROAD, SUITE 300
MCWEESE MORTGAGE SERVICES, INC.
RECORD AND RETURN TO: 019-00016

RENTER DEMANDS
This instrument was prepared by
My Commissioned Experts
Nancy Public, State of Illinois
Patrick M. Gallagher
My Commission
Nancy Public
"OFFICIAL SEAL"
Given under my hand and affixed seal this
day of , 19 .
Signed and delivered the said instrument
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person(s) whose name(s)
is/are printed above.

STATE OF ILLINOIS,
COUNTY OF , JURISDICTION OF CO. ,
a Notary Public in and for said County and State do hereby certify that
hereunder,
(Seal)

Notarized
(Seal)

DIANA L. DURKE
MICHAEL P. JURK
(Seal)

Witnesses:
any rider(s) executed by borrower and recorded with it.
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.

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 boxes] [Check applicable boxes]
 Adjustable Rate Rider Grandminimum Rider 1-4 Family Rider
 Creditbased Premium Rider Planned First Development Rider Biweekly Premium Rider
 balloon Rider Kake Improvement Rider Second Home Rider
 Other(s) [Specify] V.A. Rider

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