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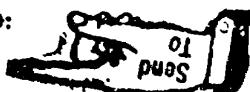
RECORDATION REQUESTED BY:

BANK OF LA GRANGE PARK
Oak Avenue and Sherwood
LA GRANGE PARK, IL 60525

93408697

WHEN RECORDED MAIL TO:

BANK OF LA GRANGE PARK
Oak Avenue and Sherwood
LA GRANGE PARK, IL 60525



SEND TAX NOTICES TO:

BANK OF LA GRANGE PARK
Oak Avenue and Sherwood
LA GRANGE PARK, IL 60525

DEPT-01 RECORDINGS \$27.50
T00011 TRAN 3942 05/28/93 16:25:00
#3255 # - 93-4C18697
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 22, 1993. The mortgagor is John P. Hecker and Kelly Guthrie-Hecker, his wife, as joint tenants ("Borrower"). This Security Instrument is given to BANK OF LA GRANGE PARK, which is organized and existing under the laws of the State of Illinois and whose address is Oak Avenue and Sherwood, LA GRANGE PARK, IL 60525 ("Lender"). Borrower owes Lender the principal sum of One Hundred Four Thousand & 00/100 Dollars (U.S. \$104,000.00). 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 June 1, 2008. This Security Instrument serves 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 3 IN BLOCK 4 IN 5TH AVENUE ADDITION TO LAGRANGE, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 3N NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN—18-09-209-027

which has the address of 708 S. 8th Ave., LaGrange, Illinois 60525 ("Property Address");

93408697

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

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8. Inspection. Lender or its agent may make reasonable inspections upon and inspections of the Property. Lender shall give Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection.

9. Noncompliance. The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other

LOS RECURSOS DE INVESTIGACIÓN SON MUY LIMITADOS POR LA DIFUSIÓN DE LOS DATOS.

3. Mortgagage Instruments; If Lender requires mortgagage instruments as a condition of making the loan secured by the Security instrument, Borrower shall pay the premiums required to maintain the mortgagage instruments in effect, for any reason, the mortgagage instruments covered by the security instrument, upon notice from Lender, within fifteen days, upon notice from Lender to Borrower regarding payment.

Any amounts deposited by Lender under this paragraph shall become additional debt of Borrower to the 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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform any of the covenants and agreements contained in the 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, or condemnation or forfeiture of title under laws of regulation), then Lender may do and pay for whatever is necessary to protect the value of the investment, equipment and fixtures in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, applying reasonable attorney's fees and other costs of collection on the Property to reduce expenses. Although Lender may take action under this provision, Lender does not have to do so.

comply with the provisions of the lease, if Borrower acquires fee title to the Property, no lessor shall not merge unless Lender agrees to the merger in writing.

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 policy and renewals until prompt notice to Lender gives to Lender all receipts of paid premiums and renewals notice. In the event of loss, Borrower shall promptly give to Lender all receipts of paid premiums and renewals notice. In the event of loss, Borrower shall promptly give to the insurance company or Lender all receipts of paid premiums and renewals notice to the insurance company or Lender.

Unless Lender has obtained 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 off the balance of the Note.

5. Hazard or Property Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards, accidents within the term "extended coverage" and any other hazards, including Roads or Roadbed, for which Lender requires insurance, less premiums paid by Lender, and any other hazards, including Roads or Roadbed, for which Lender requires insurance.

agreement satisfies 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 attach priorly 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.

Recipients shall promptly acknowledge 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) certifies in good faith the Lender by, or defends against enforcement of the lien in such a manner acceptable to the Lender; or (c) secures from the holder of the lien an equivalent cross-cancellation which is prior to the Lender's claim.

4. **Chargess:** Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may arise over this Security instrument, and lessor shall pay all ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full in that manner, Borrower shall pay them on demand rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender

3. Application of Penalties. 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; and last, to any late charges due under the Note.

Secured notes 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.

Resources

otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing 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 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.

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

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On this day before me, the Undersigned Notary Public, personally appeared John R. Hester and Kelly Guitierrez-Tricker, his wife, as joint tenants, to voluntary act and deed, for the use and purposes herein mentioned.

Given under my hand and attested seal this 23rd day of April, 1994.

John R. Hester
Kelly Guitierrez-Tricker

Notary Public in and for the State of Florida
My commission expires 03/18/94

On this day before me, the underlined Notary Public, personally appeared, John P. Heckler and Kelly Gunther-Heckler, his wife, as joint tenants, to make known to me, the undersigned Notary Public, personally appeared, John P. Heckler and Kelly Gunther-Heckler, his wife, as joint tenants, to whom aforesaid John P. Heckler and Kelly Gunther-Heckler, his wife, as joint tenants, do and did for the uses and purposes herein mentioned.

INDIVIDUAL ACKNOWLEDGMENT

Spurred by: Church of the Nazarene Park
Oak Avenue, Wm. Shermanwood
Lagrange Park, IL 60525

Kathy Quinne-Herrick-Botower
(Seal)

John P. Heckler-Botower

:sesseunam

BY SIGNING BELOW, BARTOWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY/INSTRUMENT AND IN ANY ADDER(S) EXECUTED BY C

- Adulstsizeable Rider
 Condormium Rider
 1-4 Family Rider
 Grandparent Rider
 Planned Unit Development Rider
 Balloon Rider
 Second Home Rider
 Rate Improvement Rider
 Swedeby Payment Rider
 Other(s) [Specify]

Security instrument as the under(s) were a part of this Security instrument. [Check applicable boxes]]

22. **Wife(s) or Household Member(s)**: Borrower will exercise all right of homesteaded exemption in the Property.

23. **Waiver of Homestead Exemption**: Borrower waives all right to any reconnection costs.

24. **Risk Factors to this Security Instrument**: If one or more risks are succeeded by Borrower and recorded together with this Security Instrument, the consequences and agreements of each such risk will be incorporated into this Security Instrument, check "Yes" if applicable

25. **Security Instruments as the Basis for the Sale of the Security Instrument**: Check "Yes" if applicable

(Continued)