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WEDNESDAY, MAY 1, 2002

BMO Harris Bank, N.A.

80973528

170 Market Drive
West Deleware, IL 60191
SIN NUMBER: 4874814

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
The mortgagor is ERIC H. J. RUEHL, AN UNMASSUED MAN

NOVEMBER 17TH, 2001

to BMO Harris Bank, N.A.,
which is organized and existing under the laws of UNITED STATES
170 Market Drive, West Deleware, IL 60191

("Borrower") This Security Instrument is given to

and whose address is

SIXTY FIVE THOUSAND AND NO 00 Dollars (U.S. \$ 65,000.00). 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 DECEMBER 1ST, 2002. 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

C. S.

County, Illinois

THE NORTH 1/4 OF A LOT IN BLOCK 4 IN RIDGE ACRES, A SUBDIVISION IN
THE WEST 1/2 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 10, PARCEL OF THE
THIRTY PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS.

80973528

TAX ID #18-00-014-001

2150
2150

which has the address of 455 E. WAKE AVENUE
(Street)

WESTERN REGIONAL
MAIL

Illinois 60191-0000
Zip Code

("Property Address")

ILLINOIS Single Family Home Mac Freddie Mac Uniform Instrument
MFIL 3112-04/92

Form 3014-990 (2001) 2001 page
2001 version effective 01/01/2001
File No. 100-001000000 000-00000000

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Form 1014-A-90 (Rev. 2-14-2014)

leads or dredging for salt or lead ore or mica or the like or other minerals in the same manner as property situated beyond the sea-shore included within the term "excluded coastline" and any other boundary including 5. **Hazard or Property Insurance.** Borrower shall keep the property insured against all hazards of fire and/or lightning damage to the extent of one-half the value of the property or twice of the amount of note.

which may affect property over this security instrument. Lender may give Borrower a notice terminating insurance of the property if Lender determines that any part of the property is subject to a hazard present the aforementioned date of the loan or to any other condition which in the lender's opinion operates to the loan by, or creates a hazard endangering or depreciating the value of the property or the property or the property unless Borrower has paid in full the amount of note.

Borrower shall furnish duplicate copy of the insurance policy over this security instrument unless Borrower has furnished evidence of payment of premium to the lender.

under this paragraph it Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices

time due to the person named herein provided in payment of all amounts of money to be paid

and pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay to Lender

any amount which may remain owing over this security instrument, and deposited payments of principal remain in any account with which in the lender's opinion operate to the

lender's credit, and to interest due, together with interest due under the note.

3. **Appropriation of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

caused by this security instrument, shall be applied first to any late charges due under the note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the

property, and to interest due, together with interest due under the note.

5. **Prepayment of Payments.** If Lender holds funds monthly payments, or annually, or quarterly, or semi-annually, or

and the purpose for which such deposit in the funds was made, the funds are pledged as additional security for all sums

Lender shall give to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds

of earnings on the funds. Borrower and Lender shall agree to sell the property, Lender, prior to the acquisition of any interest

agreement is made or applicable law requires otherwise, to Lender, Lender shall not be required to pay Borrower any interest

on late reporting service used by Lender in connection with this loan, unless applicable law provides otherwise; if there is a

Lender to make such a charge, Borrower, Lender may require Lender to pay a one-time charge for an undeposited sum

account of carrying the excess funds, unless Lender pays Borrower interest on the funds and applicable law permits

the Excess funds Lender may not charge Borrower for holding and applying the funds, unless Lender shall apply the funds to pay

undelivered Lender, or Lender is subject to seizure or attachment in accordance with applicable law.

The funds shall be held in an account established for the purpose of future Excess funds, unless otherwise agreed in accordance with applicable law.

amount not to exceed the lesser amount Lender may estimate the amount of funds due on the basis of current debt and

amount less than applies to the funds less a lesser amount if so, Lender may, at any time, collect and hold funds in an

estate Settlement Proceedings Act of 1937 or 2001 as set forth ("RESPA"), unless

Lender is a lender for, and thereby related mortgage loan may require for Borrower's account under the Federal Real

incomes are called Excess loans, and Lender may, at any time, collect and hold funds in an amount not to exceed the maximum

Lender, in accordance with the provisions of paragraph A, in lieu of the payment of income not to exceed the maximum

maximum payment, and (c) clearly indicate amounts, if any, and (d) any sums payable by Borrower to

payments, and (e) clearly indicate amounts, if any, and (f) clearly indicate amounts, if any, and (g) clearly indicate amounts,

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum, funds, to clearly indicate

7. **Funds for Taxes and Insurance.** Subject to application of the Note and any prepayment and late charges due under the Note,

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

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

amounts by payment to constitute a uniform security instrument consisting real property.

THIS SECTION ILLUSTRATES COMBINED documents under this instrument for normal use and non-normal circumstances with

comparisons of record.

Borrower, grant and convey the property and will defend generally the title to the property against all claims and demands, subject to any

mortgage, garnishee and other title to the property is unencumbered, except for encumbrances of record;

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby granted and has the right to

possess and enjoy the property and title to the property instrument as the property.

instrument, all of the foregoing is referred to in this security instrument as the "Note".

and transfers now or hereafter a part of the property, all improvements and additons shall also be covered by this security

instrument, all of the improvements now or hereafter created on the property, and all easements, appurtenances,

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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 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 in 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 foreclosure 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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18. Borrower's Right to Remonstrate. If Borrower makes certain written notice to the Lender or to the Borrower that have the right to have remedies permitted by this Security instrument without further notice or demand on Borrower.

This Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security instrument without further notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security instrument.

This Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of this date or thereafter. Without prior notice, Lender may invoke any remedy provided by 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 for a beneficial interest in Borrower, Lender shall be entitled to receive payment in full of all sums secured by

16. Borrower's Copy. Borrower shall be given one copy of this Note and of this Security instrument

delivered to be exercisable.

15. Governing Law; Severability. This Security instrument will control the contingencies provision. To this end the provisions of this Security instrument and the Note are

to be given effect without the contingencies provision.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be governed by federal law and the law of

this State except as provided below.

provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided

for in this Security instrument.

13. Loan Cancellations. If the loan secured by this Security instrument is subject to a partial prepayment without any

direct payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment under the

returned to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or by making

the change to the principalized amount and (b) any sums already collected in an overpayment which exceed the amount which will be

used to reduce the principalized amount, direct (c) any such loan charge, shall be reduced by the amount necessary to reduce

the principal and direct loan to finally implement so that the interest of all loans charged collected or to be collected in connection

with the loan received by this Security instrument is subject to a law which sets minimum loan charges.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The co-owners and successors of this

Borrower's assignee

successor or make any assignments with regard to the terms of this Security instrument or the Note without the

consent of Lender and any other holders of the Note or the Security instrument and any other Borrower may directly

Borrower's interest in the Property under the terms of this Security instrument (b) is not personally obligable to pay the

sums accrued by this Security instrument and (c) a co-signing this Security instrument only to mortgage, grant and convey this

Security instrument but does not exceed the Note (d) a co-signing this Security instrument only to mortgage, grant and convey this

Security instrument and assigns shall be joint and several. Any Borrower who co-signs this Security

instrument shall bind and bear the liability of all co-signers of such instruments.

11. Borrower's Release; Forfeiture; Not a Waiver. Extension of the time for payment of

possession the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Lender, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

sums secured by this Security instrument, whether or not due.

Lender is authorized to collect and apply the proceeds, at its option, either to reduction of principal of the Property or to the

amount of note due or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the note is given,

if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make

are then due.

otherwise, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums

owed under this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law

permits an action to the sum paid to the Property immediately before the taking is less than the amount of the sums

borrowed immediately before the taking. Any balance shall be paid to the Lender before the taking is less than the amount of the

proceeds in paragraph (a), the less than amount of the sums secured immediately before the taking, divided by (b) the fair market value of the

sums secured by this Security instrument shall be reduced by the amount of the proceeds unpaid by the Lender

secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing.

within the last in either case of the Property immediately before the taking is equal to or greater than the amount of the sums

secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

instrument and shall be paid to Lender.

any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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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 Substance 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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FEB 11 1990 CLERK'S OFFICE OF KELLY J. HANNAH

SEARCHED INDEXED SERIALIZED FILED
FEB 11 1990 CLERK'S OFFICE OF KELLY J. HANNAH

This instrument was prepared by ALLEN J. SHAW

WITNESSED

Feb 11, 1990, the day of

Given under my hand and official seal, this
11th day of February, 1990.

and delivered the said instrument as *Recd* *ALLEN J. SHAW*
free and voluntary act, for his uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and declare wedged that *ALLEN J. SHAW* signed

personally known to me to be the same person(s) whose name(s) *ALLEN J. SHAW*

do hereby certify that *ALLEN J. SHAW* is a Notary Public in and for said county and state,

County of

STATE OF ILLINOIS.

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witness

Witness

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Others (specify)

Adjustable Rate Rider	Goodwill Rider	Planned Unit Development Rider	Rate Improvement Rider	Second Home Rider
Graduated Payment Rider				
1-4 Family Rider				

Instrument (check applicable boxes)

24. Riders to the 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)