

PREPARED BY:
MARY SOLLARS
CHICAGO, IL 60631

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93077513

RECORD AND RETURN TO:
AMERICAN FRONTIERS MORTGAGE CORPORATION
7818 WEST HIGGINS
CHICAGO, ILLINOIS 60631

BOX 392

Space Above This Line For Recording Data

MORTGAGE

51051185

DEPT-01 RECOMM'D \$31.00
TW1111 TRAN 0639 01/29/93 1347 00
WY439 H - 477513
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on JANUARY 15, 1993 by

JOHN BURKARD, SINGLE MAN

, The mortgagor is

of the first part, and is hereinafter referred to as "Borrower", and whose address is

AMERICAN FRONTIERS MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 7818 WEST HIGGINS CHICAGO, ILLINOIS 60631 , hereinafter referred to as "Lender". Borrower owes Lender the principal sum of ONE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 136,550.00).

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 FEBRUARY 1, 2023 . 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 1 (EXCEPT THE WEST 10 FEET THEREOF) IN BLOCK "H" IN THE VILLAGE OF PALATINE BEING JOEL WOOD'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 15, AND PART OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93077513

02-15-424-002

which has the address of 58 NORTH ELMNGROVE ROAD, PALATINE Illinois 60037 ("Property Address");

(Zip Code)

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

CRNL 10101

VFM MORTGAGE FORMS (312)293-6100 • (800)821-7221

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OPS 1008
Form 3014 6/90
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Form 3014 B/80
DRA 1988

more of the notes set forth above within 10 days of the giving of notice.

If Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care of the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect over the Security Instrument, if (c) recuses from the holder of the lien an agreement satisfactory to Lender's satisfaction of record, Borrower shall pay more of the amount of the lien or (d) agrees to pay all amounts due under the Note in full, legal proceedings which in the Lender's opinion operate to prevent the by, or demands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the payment to the obligee of the amount secured by the lien in a manner acceptable to Lender; (e) continues in good faith the lien withholding to the payment of the obligation secured by the lien which has priority over this Security Instrument unless Borrower: (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

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

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

to the person owed payment provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly hereon obligations in the manner provided in paragraph 2.

4. Changes: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may affect priority over this Security Instrument or ground rents, if any. Borrower shall pay

which, to interest due, fourth, to principal due, and last, to any late charge due under the Note.

1 and 2 shall be applied: first, to any prepayment due under the Note; second, to amounts received by Lender under paragraphs 2;

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

this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the amount received by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of funds

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

excessive amounts paid by Lender, the amount permitted to be held by applicable law, Lender shall account to Borrower,

and Lender shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

three to four installments, at Lender's sole discretion.

for the excessive Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the Borrower when due, Lender may 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 months, at Lender's sole discretion.

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, however, Lender shall credit and debit to the Funds and the purpose for Borrower,

Borrower and Lender may agree in writing, however, that Lender shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds,

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an ongoing service

a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

or holding the Funds, until Lender applies this charge, to Borrower interest on the Funds and applicable law permits Lender to make such

overdrafting the Borrower, until Lender applies this charge, to Borrower interest on the Funds and applicable law permits Lender to make such

Borrower items, Lender may not charge for holding the Funds, annually analyzing the account to pay the

(including Lender, if Lender is such as institution whose deposits are insured by a federal agency, instrumentality, or entity

The Funds shall be held in accordance with applicable law.

Borrower items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditure of future

use to Lender account. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds

related mortgagors; nor may require for Borrower a escrow account under the Federal Real Estate Settlement Procedures Act of

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

the providers of mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, these items are called "Borrower items,"

if any); (e) yearly mortgage insurance premiums; (f) yearly flood insurance premiums; (g) yearly leasehold premiums,

and agreements which may affect this Security Instrument as a lien on the Property; (h) yearly utility 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 in a written waiver by Lender, Borrower shall apply the

principal of and interest on the Note and any prepayments and late charges due under the Note.

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

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited

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

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

lender now or hereafter a part of the property in lawfully leased to the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all additions shall also be covered by this Security

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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 box(es))

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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.

Witness

JOHN BURKARD

(Signature)
Borrower

Witness

(Signature)
BorrowerSTATE OF ILLINOIS, COOK County, on the 15th day of January, 1993,

County se:

CLINT JODY VOTRUBA,
county and state do hereby certify that
JOHN BURKARD, SINGLE MAN

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE / SHE signed and delivered the said instrument as HIS / HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of

My Commission Expires:

5/31/93

Notary Public

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" OFFICIAL SEAL "
CLINT JODY VOTRUBA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/31/93

DPS 1094

EX-5647362

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FORM 3014 B/90
EDT 1989

23. *Wife of Homestead Borrower* will right of homestead exemption in the property.

22. Release, Upon payment of all sums received by the Security Instrument, Lender shall release this Security Interest.

21. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration of any payment or security interest in title Security Instrument (but not prior to acceleration upon a public notice of acceleration or otherwise). The notice shall specify: (a) the date on which the default will be cured; and (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 entire amount borrowed by the Securitization Trustee to償還 the principal amount借出的借款.

regards to health, safety or environmental protection.

A word in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous; including by law and the following substances: chemicals, carcinogens, other flammable or toxic petroleum products, toxic pollutants and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. A word in this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the property is located that regulate and prohibit illegal dumping and littering.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any Governmental Agency or private party involving the Financial Subsidiary and any Hazardous Substance or Environmental Law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substance in violation of any environmental laws. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous Substances if (a) such quantities are generally recognized to be appropria te to normal

19. Sale of Notes. Change of Loan Servicer. The Note or a partial interest in the Note (including 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 this 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 Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

16. Borrower's Right to Remedies. 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 will make which does not under this Security Instrument and the Note as if no acceleration had occurred; (a) pays current and delinquent interest or any other covariance or agreement; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as lender may reasonably require to pay the sums accrued by virtue of the loss of this Security Interest; (e) takes such action as lender may reasonably require to cure the deficiency, but not limited to, reasonable attorney's fees; and (f) pays all expenses incurred in enforcing this Security Instrument.

If Leander exercises this option, Leander 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, Leander may invoke any remedy permitted by this Security instrument without notice further notice or demand on Borrower.

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 received by the Borrower, if exercise of this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

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 ceasing 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 requires 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. Lender reserves

DPS 1001
Form 3014, 8/90

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Form 3014-9/80
DPS 1082

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

17.

18. 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 which can be given effect without the conflicting provision, To the end the provisions of this Security Instrument and the Note are declared null and void under any other provision of this Security Instrument or the Note which can be given effect without the conflicting provision, such conflict shall not affect any provision of this Security Instrument or the Note which can be given effect without the conflicting provision.

19. Security Interest shall have been given to Borrower or Lender when a provision in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this or any other address Borrower designates by notice to Lender. The notice to Lender shall be given by first class mail to the first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address or

20. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by mailing

21. Payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial payment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the note or by making a direct payment to the permitted limit; and (b) any such claim charge shall be reduced by the amount necessary to reduce the charge loan exceed the permitted limit, then: (a) any such claim charge collected or to be collected in connection with the and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the

22. Loan Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

23. Security Instruments with regard to the terms of this Security Instrument or the Note without this Borrower's consent.

Borrower, Lender, and my other borrower may agree to extend, modify, forgo or renew by this instrument: (a) agrees that Lender and my other borrower may agree to pay the sum to the permitted limit; and (b) it is not personally obligated to pay the sum

24. Paragraph 17. Borrower's consent and agreement shall be oral and severable. Any Borrower who consents to this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grants and conveys that security instrument to release the liability of the original Borrower in accordance with the original Borrower's consent proceedings against any subsequent or any successor in interest. Lender shall not be required to

25. Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

26. Successors and Assigns. Joint and Several Liability; Co-signers. The co-signants and agreeants of this

27. Non-Reliefed. Payment made by Lender in excess of my right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

28. Non-Reliefed. Any forbearance by Lender in exceeding my right or remedy shall not be a waiver of or preclude the exercise in interest. Any forbearance by Lender in exceeding my right or remedy shall not be a waiver of or preclude the exercise by this Security Instrument or the Note.

29. Non-Reliefed. Any forbearance by Lender in exceeding my right or remedy shall not be a waiver of or preclude the exercise by this Security Instrument or the Note.

30. Non-Reliefed. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum

31. Non-Reliefed. Lender is authorized to any amount to Lender within 30 days after the date the note is given, if the Property is settled a claim, to damages, Borrower shall be liable to Lender to restore the value of the Property or to make in

32. Non-Reliefed. If the sum received by Borrower, or if, after notice by Lender to Borrower that the condenser offers to make in

33. Non-Reliefed. If the sum received by Lender before the taking of the property or not less than due.

34. Non-Reliefed. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum

35. Non-Reliefed. Lender is authorized to any amount to Lender within 30 days after the date the note is given, if the Property is settled a claim, to damages, Borrower shall be liable to Lender to restore the value of the Property or to make in

36. Non-Reliefed. Lender is authorized to any amount to Lender within 30 days after the date the note is given, if the Property is settled a claim, to damages, Borrower shall be liable to Lender to restore the value of the Property or to make in

37. Non-Reliefed. Lender is authorized to any amount to Lender within 30 days after the date the note is given, if the Property is settled a claim, to damages, Borrower shall be liable to Lender to restore the value of the Property or to make in

38. Non-Reliefed. Lender is authorized to any amount to Lender within 30 days after the date the note is given, if the Property is settled a claim, to damages, Borrower shall be liable to Lender to restore the value of the Property or to make in

39. Non-Reliefed. Lender is authorized to any amount to Lender within 30 days after the date the note is given, if the Property is settled a claim, to damages, Borrower shall be liable to Lender to restore the value of the Property or to make in

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

41. Non-Reliefed. Lender or its agent may make reasonable entries upon and inspect any part of the condominium, the hereby authorizing and

42. Non-Reliefed. Lender or its agent may make reasonable entries in lieu of condemnation, the hereby authorizing and

43. Non-Reliefed. Lender or its agent may make reasonable entries between Borrower and Lender or applicable law.

44. Non-Reliefed. Lender or its agent may make reasonable entries between Borrower and Lender or applicable law.

45. Non-Reliefed. Lender or its agent may make reasonable entries between Borrower and Lender or applicable law.

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