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Form 0014-0-90
Amended 6/81
INN 100-000127881

VMP MORTGAGE FORMS - 3121803-1100 - 10001521-7881

ILLINOIS - Single Family - Fannie Mae/Freddy Mac MORTGAGE INSTRUMENT
File # - BR(1L) (1989)
Page 1 of 8
(Zip Code)

which has the address of 694 PARTIDGE HILL DR. #190 HOFFMAN ESTATES
35-66 (Street, City, Zip Code)

69

RECORDED ON THIS DAY OF JUNE, 1989, AT THE OFFICE OF THE CLERK OF THE COUNTY OF KANKAKEE, ILLINOIS.
RECORDED PURSUANT TO THE PLATE THEREOF RECEIVED PURSUANT TO 14, 1987, AN EXECUTIVE ORDER
AND THAT PART OF SECTION 22 AND THE 1974 BANK OF AMERICA ACT WHICH IS AFFECTED BY 14, 1987, AN EXECUTIVE ORDER
PURSUANT TO WHICH THE STATE OF ILLINOIS IS SUBJECT TO THE REQUIREMENT OF THE FEDERAL HOME LOAN BANK
REGULATORY ACT, AS AMENDED, IN THE 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993,
1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011,
16, TOWNSHIP 11, SECTION 10, PART OF THE TOWN TOWNSHIP OF KANKAKEE, COUNTY OF KANKAKEE,
UNIT 190 IN THE PARTRIDGE HILL CLUB, BETWEEN A SUBDIVISION OF THE TOWNSHIP OF KANKAKEE
AND THE TOWNSHIP OF HOMESTEAD, RUMMEL, PART OF THE TOWNSHIP OF HOMESTEAD, COUNTY OF KANKAKEE.

P 1 N # 07-18-318-008

COCK
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
this Security Instrument and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the
modifications of this Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of
Instrument secured by this Note, with interest, until all renewals, extensions and
modifications to Lender; (a) the right evidenced by this Note, with interest, until paid in full, plus
payments, with the full debt, if not paid earlier, due and payable on June 1, 2013 . This Security
This debt is evidenced by Borrower's note dated the same day as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on June 1, 2013 .
Dollars (U.S. \$ 81,800.00) .

SIXTY-ONE Thousand Five Hundred and NO/100 -----
("Lender"), Borrower (now Lender) the principal sum of
which is organized and doing under the laws of THE STATE OF ILLINOIS
address is 850 N. MILWAUKEE AVENUE, #308
, and whose

93351800

("Borrower"), This Security Instrument is given to MIDWEST MORTGAGE COMPANY

CLARENCE A. MOORE & FLORINCE E. MORE, KNOWN AS HUSBAND AND WIFE

THIS MORTGAGE ("Security Instrument") is given on May 3, 1989
to the mortgagor in

MORTGAGE

[Space Above This Line for Recording Data]

93351800

Attn: Post Closing Department
100018-4940
4399 W. Higgins Road, 4th Floor
Midwest Mortgage Corporation
Return Recorded Disc To:

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Initials *LL*

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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 any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender 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 exceeded 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.

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AR(1) (9106)

22. Waiver of Homestead. Borrower waive all right of homestead exception in the Property, without change to Borrower. Borrower shall pay any recording costs.
22. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument.
21. Acceleration of到期日. Lender shall collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including Securitly 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 Securitly Instrument if a default or any other default of Borrower to accelerate payment in full of all sums secured by this date specified in the note, Lender, at its option, may require immediate payment. If the default is not cured on or before the date of a default or any other default of Borrower to accelerate payment, if the right to assert in the foreclosure procedure, the notice shall further inform the Securitly Instrument, forfeiture by judicial proceeding and sale of the Property. The notice shall further inform that failure to cure the default on or before the date specified in the note may result in acceleration of the non-exempt portion of the Securitly Instrument, forfeiture by judicial proceeding and sale of the Property. The notice shall further inform that failure to cure the default on or before the date specified in the note to Borrower, by whom the default must be cured; and (d) a date, not less than 30 days from the date the notice is given to Borrower, by whom the action required to cure the default; (e) applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action to accelerate under Paragraph 17 unless any covenant or agreement in this Security Instrument (but not prior to acceleration) following Borrower's breach of

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

- As used in this Paragraph 20, "Environmental Laws" mean federal laws and laws of the jurisdiction where the Property, is located that relate to health, safety or environmental protection.
- Environmental Laws and health codes, volatile solvents, materials containing asbestos or Asbestos, and radioactive materials, toxic substances and hazardous wastes following subsections: gasoline, kerosene, oil or toxic petroleum products, toxic wastes or other actions in accordance with Environmental Law.
- of which Borrower has actual knowledge, if Borrower learns, or is notified by any governing authority, that any removal or other remediation of any Hazardous Substances under Paragraph 17, Borrower shall promptly take all necessary remedial action in accordance with Environmental Law.
- Borrower shall promptly give Lender written notice of any investigation or cleanup of any Hazardous Substances, chemicals, claims, disputes, or releases of any kind that may be made, demand, lawsuit or other action by any and to maintenance of the Property.
- Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the Property or any equipment or facility that may be used or stored on the Property.
20. Hazardous Substances. Borrower shall not cause, or permit the use of any Hazardous Substances, gases, explosives, strong, or corrosive, or explosive, which may be sold and/or more than one or more units without prior notice to Borrower. A sale may result in a change in the entity (knowing or otherwise) under Paragraph 17.
19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security hereby shall remain fully effective as if no acceleration had occurred. However, this right to accelerate shall not apply in the case of liquidation or the new loan servicer and the address to which payment should be made. The note will also continue any other given written notice of the change in accordance with Paragraph 17 above and shall name and 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 one of the changes of the Note and this Note and this Note may be sold and/or more than one or as the "Loan Servicer", that collects monthly payments due under the Note and this Security Instrument. There also may be some or more changes of the Note and this Note may be sold and/or more than one or more units without prior notice to Borrower. A sale may result in a change in the entity (knowing or otherwise) under Paragraph 17.
18. Borrower's Right to Remand. If Borrower seeks certain conditions, Borrower shall have the right to have security instrument without notice or demand on Borrower.
- If Lender exercises his option, Lender shall file this copy of the Note and of this Security Instrument, by this Security instrument, if the note is delivered within this period, Lender may invoke any remedy permitted to satisfy a judgment this instrument, or (b) entry of a judgment ordering this Security instrument to pay power of sale under Paragraph 17.
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 exercise any power of sale contained in this Security instrument.
16. Borrower's Copy. Borrower shall be given one original copy of the Note and of this Security Instrument.

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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.

Witnesses:

Clarence A. Moore

CLARENCE A. MOORE

(Seal)
-Borrower

Florence E. Moore

FLORENCE E. MOORE

(Seal)
-Borrower

STATE OF ILLINOIS,

Cook

County ss:

I, Stacey Lavorini, a Notary Public in and for said county and state do hereby certify that Clarence A. Moore + Florence E. Moore, Husband & wife, personally known to me to be the same person(s) whose name(s) appear subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of April, 1993.

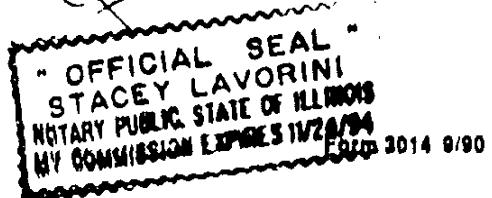
My Commission Expires:

Notary Public

This Instrument was prepared by: PAUL KOUTNIK
BANC ONE MORTGAGE CORPORATION

110-6R(IL) (9105)

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11/11
11/27

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Form 67 (1980)

MULTISTATE PUO RIDER - Single Family - Pennsylvania/Federal Home INFORMATION INSTRUMENT

Owner's Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage in Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the City access paid to Borrower.

In the event of a distribution of hazard insurance proceeds in lieu of reinsurance or repeat following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned

and shall be paid to Lender. Lender shall apply this sum received by the Security Instrument, which

is the property of the City, to maintenance of hazard insurance coverage provided by the Owner's Association.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the

Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association.

(ii) Borrower, obligee under Contract Coverage 5 to maintain hazard insurance coverage in the

amount of blanket policy.

(i) Lender waives the provision in Uniform Coverage 2 for the monthly payment; if Lender of the year

hazard included within the term "extended coverage", then:

insurance coverage in the amount, for the period, and generally the hazards listed below, including fire and

carter, a "mister" or "blanket" policy insuring the Property which is sufficient to Lender and which provides

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance

the Condominium Documents.

of the Owners Association, Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to

any equivalent document which creates the Owners Association; and (ii) any liability arising out of cancellation of

Documents. The "Condominium Document", re the: (i) lessee, (ii) articles of incorporation, trust instruments or

A. PUD Obligations. Borrower shall perform all of the terms, obligations under the PUD, Condominium

Borrower and Lender under covenant and agrees as follows:

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

and proceeds of Borrower's interest

owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits

(the "PUD"). The Property also includes Buildings, fixtures in the common areas association of equivalent entity

(Name of Planned Unit Development)

93351800

PARTNERSHIP HILL CLUB

The Property is a part of a planned unit development and

COVMBINATIONS, COMBINATIONS, AND RESTRICTIONS

(the "Declaration").

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other which

(Property Address)

624 PARTNERSHIP HILL DR. #180, WORRMAN STATES, ILLINOIS 60184

of the same size and covering the Property described in the Security Instrument and located at

(the "Lender")

Borrower's Note to MIDWEST MORTGAGE COMPANY
or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure
1983, and to incorporate into and supplement the Mortgages, Deed of Trust

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 3rd day of May

PLANNED UNIT DEVELOPMENT RIDER

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•Borrower

(S/ed)

•Borrower

(S/ed)

•Borrower

(S/ed)

•Borrower

(S/ed)

LLORING II, MAINE

OLARING I, MAINE

903551800

BY SIGNING BELOW, Borrower agrees to the terms and provisions contained in the PUD Rider.

•Attorneys regarding payment.

Any amount disbursed by, and/or under the terms of Note plus shall be payable, with interest upon notice from the date of disbursement to the Note plus shall be payable, with interest upon notice from Lender to Secuity Instruments Inc., or to other terms of payment, these amounts shall bear interest at the rate of % per annum disbursed by, and/or under the terms of Note plus shall become additional debt of Borrower accrued by the Lender may pay them.

E. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them by the Owners Association unaccaptable to Lender.

(ii) Any action which would have the effect of rendering this public liability insurance coverage invalid and

Abandonment of professional management and assumption of self-management of the Owners

beheld; c. Lender
(iii) Any amendment to any provision of the "Conditions Document" if this provision is for the express

purpose;

In the case of abandonment or reduction by fire or other causality or in the case of a taking by condemnation or eminent

(i) the abandonment or termination of the PUD, except for abandonment of termination required by law

written consent, either partial or complete, the property or consents to:

B. Lender's Prior Consent. Borrower shall not accept title notes to Lender and will Lender's prior

provided in Uniform Covenant 1A.

Borrower in connection with any conveyance or sale of all or any part of the property or the common

areas and facilities of the PUD, or for any conveyance in lieu of condemnation, is hereby assigned and shall be

D. Condemnation. The proceeds of any award or claim for damage, direct or consequential, payable to