

PREPARED BY:  
CHERYL ANN MILLER  
WHEELING, IL 60090

# UNOFFICIAL COPY

RECORD AND RETURN TO:

BANK OF HOMewood  
2034 RIDGE ROAD  
HOMewood, ILLINOIS 60430

93392492



[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 14, 1993  
JAMES H. JACKSON  
AND TAMARA C. JACKSON, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
BANK OF HOMewood

. DEPT-01 RECORDING \$31.50  
. T\$0000 TRAN 1435 05/24/93 14:53:00  
. #5563 + \*-93-392492  
. COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 2034 RIDGE ROAD  
HOMewood, ILLINOIS 60430  
ONE HUNDRED FIFTY TWO THOUSAND  
AND 00/100

Dollars (U.S. \$ 152,000.00 ).

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, 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 10 IN BLOCK 6 IN RIEGEL MANOR UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

32-08-118-010

which has the address of 19126 LOOMIS AVENUE, HOMewood  
Illinois 60430  
Zip Code

Street, City ,

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

VMP -6R(IL)-8101

VMP MORTGAGE FORMS - 1313/293-B100 - (800)621-7291

Page 1 of 8

DPS 1088  
Form 3014 9/90  
Initials *SL*

31/04  
31/04  
31/04

# UNOFFICIAL COPY

Page 2 of 6

Form 3014 9/96  
DPS 1080

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

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.  
to the person named below, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.  
these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may affect priority over this Security Instrument, and lessor shall payments of profound rents, if any, Borrower shall pay which may affect priority over this Security Instrument, unless Borrower receives payment of the Property.

4. Charges: Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions tributary to the Property, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: First, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2:

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

this Security Instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition or sale as credit against the sums secured by funds held by Lender. (ii) Under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of said

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

wave monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than one is not sufficient to pay the Escrow Items when due, Lender may do away Borrower in writing, and, in such case Borrower for the excess funds to accountants of application law. If the amount of the Funds held by Lender in any

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

depth 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, show up credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, (a) interest shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires to be paid, Lender may be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, shall be applicable law providers otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applying the escrow account, or Escrow Items. Lender may not charge Borrower for holding the Funds, annually analyzing the escrow account, or

including Lender, if Lender is sure it is institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

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

sets a lesser amount, (c), so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount 1974 as amended from time to time, 12 U.S.C. Section 260; (e.g., "RESPA"), unless another law that applies to the Funds

related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in lieu of the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," it any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly lessorhold 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 shall be held in an institution whose debt evidenced by the Note and any prepayment due under the Note.

principal of Prepayment and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the

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

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

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

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

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

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TODAY WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

# UNOFFICIAL COPY

**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 causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPS 1081  
Form 3014 9/90

# UNOFFICIAL COPY

Form 3014 9/90  
DPS 1002

ગુજરાત સર્વેકાશ

www.BRILL.com

16. Borrower shall be given one copy of the Note and of this Security Instrument.

GRAPHS OF C

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State in which the Note was executed or where such Note may be enforced.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery 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 of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail unless Borrower provides otherwise in writing.

Prepayment under the Note.

make any accommodations with regard to the terms of this Security Instrument or the Note without first Borrower's consent.

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 shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's liability under the terms of this Security instrument shall be limited to the amount borrowed, plus interest accrued by this Security instrument; and (c) agrees that Lender and any other Lender or Borrower may agree to extend, modify, forbear or otherwise amend the terms of this Security instrument; (d) is not personally obligated to pay the sums Borrower is liable under the Property under the Note; (a) is co-signing this Security instrument only to mortgage, grant and convey that instrument but does not execute the Note; (b) is not personally liable to pay the sums Borrower is liable under the Property under the Note; and (c) is not personally liable to pay the sums Borrower is liable under the Property under the Note.

successors in interest. Any tortfeasance by Lender in exercising any right or remedy shall not be a waiver of or prejudice the exercise of any right or remedy.

11. Borrower Not Released; Right to Waive By Lender. 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 release any successor in interest of Borrower from the obligation to pay the sums secured by this Security Instrument for any reason of any demand made by the original Borrower or Borrower's successors in interest or any successor in interest of any party entitled to receive payment under this instrument.

(unless Leader and Borrower otherwise agree in writing). Any application of proceeds to finance a loan not extendable past the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

award of costs in tort damages. Borrower fails to respond to Lender within 30 days after the date the notice is given to settle a claim in tort damages, Borrower fails to respond to Lender within 30 days after the date the notice is given to settle a claim in tort damages, and either to repair or to restore the Property or to the summa

he applied to the sums secured by this Security instrument whether or not the sums are then due.

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless otherwise agreed or unless applicable law otherwise provides, the proceeds shall

amount of the sums secured immediately before the taking, divided by (a) 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 in which the ra-

Security instrument shall be reduced by the amount of the proceeds multiplied by the following ratios: (a) the total

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 there is any excess paid to Borrower. In the event of a partial taking of the Property in which the full 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, the proceeds shall be applied to the sums secured by this Security Instrument.

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.

However notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Indemnity.** Lender or its agent may make reasonable estimates upon and inspectors of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

# UNOFFICIAL COPY

Form 3474/9/903  
DPS 1983

Page 6 of 6

Form GR(II) 1983

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

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 acceleration costs.

21. Indemnity, but not limited to, reasonable attorney fees and costs of little expense, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph proceeded by this Security instrument without further demand and may foreclose this Security instrument by judicial sale before the date specified in the note, Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on demand Borrower of the right to remit after acceleration and the right to recover in the foreclosure proceeding the sum secured by this Security instrument, Lender may resell in acceleration of the sums (d) that fail to cure the default on or before the date specified in the notice given to Borrower, by which the default must be cured; and (e) a due, not less than 30 days from the date the notice is given to Borrower, by which the default is cured the default is applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

relate to health, safety or environmental protection.

20. Environmental Law. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that prescribe rules and regulations, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, oil or gasolineable or toxic petroleum products, toxic all necessary remedies in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take of which Borrower has utilized knowledge. If Borrower learns, or is advised by any government of regulatory authority, that governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law Borrower shall promptly give written notice of any investigation, claim, demand, lawsuit or other action by any resident uses and to maintainance of the Property.

20. Hazardous Substances on or in the Property. Borrower shall notice of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal storage on the Property of any Environmental Law. The preceding two sentences shall not apply to the preexisting Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Borrower shall promptly give written notice of any investigation, claim, demand, lawsuit or other action by any resident uses and to maintainance of the Property.

19. Sale of Note. Change of Loan Service. The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without 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.

not apply in the case of acceleration under paragraph 17.

18. Borrower's Right to Remit. The Note or a partial interest in the Note (together with this Security instrument) may specify for remittance before sale of the Property pursuant to any power of sale contained in this applicable law may specify for remittance at any time prior to the earlier of: (a) 5 days (or such other period as permitted by this Security instrument) less than the date the notice is delivered or mailed within which Borrower shall have the right to have permission to transfer this Security instrument to any third party to pay all sums secured by this Security instrument: or (b) early of a judgment entered in 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) pays all expenses incurred in enforcing this Security instrument; (c) pays all expenses incurred in enforcing this Security instrument; or (d) takes such action as Lender may reasonably require to assure that the loan 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 remittance by Borrower, this Security instrument and the Lender shall release all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; however, this right to remit shall remain fully effective as if no acceleration had occurred. However, this right to remit shall only be exercised if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies available under 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.

# UNOFFICIAL COPY

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

*James H. Jackson*  
JAMES H. JACKSON

(Seal)

Borrower

Witness

*Tamara C. Jackson*  
TAMARA C. JACKSON

(Seal)

Borrower

(Seal)  
Borrower

(Seal)  
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, the undersigned  
county and state do hereby certify that  
JAMES H. JACKSON AND TAMARA C. JACKSON, HUSBAND AND WIFE

, 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 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

14<sup>th</sup> day of August 1993

My Commission Expires 11/5/95	OFFICIAL SEAL"
JEAN E. WATSON	
Notary Public, State of Illinois	
My Commission Expires 11/5/95	

Notary Public