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Prepared by or Mail To:

BANK ONE MORTGAGE CORPORATION
POST CLOSING DEPARTMENT
111 MONUMENT CENTER, SUITE 1411
INDIANAPOLIS, INDIANA 46204

94735195

DEPT-01 RECORDING \$31.00
T00011 TRAN 3441 08/19/94 14121100
46792 1 RV 44-94-735195
COOK COUNTY RECORDER

Space Above This Line For Recording Data

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **July 28, 1994** The mortgagor is

DANIEL L. VANHEUKELEM AND ANNA M. VAN HEUKELM, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to **BANK ONE MORTGAGE CORPORATION / CDK MORTGAGE, INC.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **BANK/ONE/CENTER/TOWER/111/MONUMENT/1411/ 2902 CENTRAL STREET, EVANSTON, ILLINOIS
INDIANAPOLIS, INDIANA / 46201-0010** ("Lender"). Borrower owes Lender the principal sum of One Hundred Fifty Thousand and No/100 -----

Dollars (U.S. \$ 150,000.00).

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 **August 1, 2024**. 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 (a) 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 24 IN S. ROGER TOUHY'S BIRCHWOOD HIGHLANDS, BEING A SUBDIVISION OF LOTS 4 TO 38 IN BAULAND'S RIDGE BOULEVARD ADDITION TO SOUTH EVANSTON, IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: 11-30-122-001

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which has the address of **1126 DOBSON STREET** **EVANSTON** (Street, City),
ILLINOIS **60202** ("Property Address");

(Zip Code)

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

Page 1 of 8

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7281

Form 3014 8/90
Amended 5/91

Initials: *awh* DUK

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Form 3014-8/90
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borrower shall personally appear before the court at the time and place appointed by the sheriff or other officer, and shall answer the complaint and defend the action, and if he fails to do so, judgment shall be given against him by default, and the sheriff shall then execute the judgment as in other cases.

4. (Chirag) I have... Doctorate from PESI and I am currently working in life ProjecteY
5. (Suresh) I am currently working in life ProjecteY, I am a graduate from PESI, I am currently working in life ProjecteY

3. Application of Payments. Unless otherwise agreed, all payments received by us under partnerships

Secondly, I would like to thank the members of the panel for their excellent presentations.

Upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender 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 sum accrued by this

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall return to Debtor the amount necessary to pay the excess.

The Funds shall be held in an account in whose depositors are numbered by a federal agency, authority, or entity (hereinafter referred to as "any Federal Home Loan Bank"), Lender shall apply the funds to pay the factor's claim, if Lender may not charge the factor to hold and apply the funds, automatically liquidating the factor's claim, Lender may not charge the factor to hold and apply the funds, automatically liquidating the factor's claim, unless the factor has agreed in writing, however, that interest shall first be paid on the funds, Lender shall give to Borrower, without deduction, the amount received by the factor for all sums received by the Security instrument made, The funds are pledged as additional security for all sums received by the Security instrument.

2. Friends for Taxes and Taxshelters. Subject to applicable law or to a written waiver by Lender, until the Note is paid in full, a sum ("Friends") for (a) yearly assessments which may affect property over this Security Instrument as a lien on the Property; (b) yearly latecheck fees and assessments on the day monthly payments under the Note; and (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly property taxes on the Property, if any; (e) yearly hazard or property insurance premiums; (f) yearly latecheck fees and assessments which may affect property over this Security Instrument as a lien on the Property; (g) yearly latecheck fees and assessments which may affect property over this Security Instrument as a lien on the Note; and (h) yearly hazard or property taxes on the Property.

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.

UNIFORM COVARIANTS, FORMULAR AND LENDER GOVERNMENT AND PRIVATE INSTITUTIONS

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

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WORKPOWER (CIVIL AND MILITARY) WORKPOWER IS WORKING IN THE SAME HEDGES, CLOUDS, AND WINDS AS THE OTHER APPLES.

PROPERTY will be the unappropriated property of the Researcher excepted on the property, and in documents, applications, and
features now or hereafter a part of the property. All replacements and additons shall also be covered by this Security instrument.
All of the foregoing is referred to in this Security instrument as the "Property".

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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

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13. **Governorship Law; Separability.** This Security Agreement shall be governed by federal law and the law of the given state without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note given effect without the conflicting provision. The Note will be governed by the laws of the state where the Note is executed in which the property is located. In the event that any provision of 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 given effect without the conflicting provision. For this end the provisions of this Security instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note given effect without the conflicting provision.

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

under the Name

13. **Loan Charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges and debt law is thereby 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 charged debt permitted limits; (b) any sum already collected from the borrower which exceeded the charge to the permitted limits and (c) a part of the reduction will be treated as a partial prepayment without any prepayment charge.

make any accommodations with regard to the terms of this Security Instrument or the Note without first giving notice to the Lender.

12. **Successors and Assignees Bound; Joint and Several Liability; Covenants and Agreements.** 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 this

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[[**Horrower Not Releas'd; Forfeiture Not in Writing.**]] Fraction of the time for payment of indebtedness of amounts due by the sum secured by this Security instrument runted by [under] to any successor in interest of Horrower shall not operate to release the liability of the original [under] to [under] in respect [under] shall not be entitled to collect from Horrower any sum exceeding the amount due by him under this instrument, and he shall not be liable for any interest or attorney's fees or costs arising out of or connected with the collection of any sum due by him under this instrument.

Classes I, grades and honor awards are based on achievement of proceeds to participants that will exceed or surpass the due date of the monthly payments referred to in paragraphs 1 and 2 of clause the amount of such payments.

If the property is damaged by thunder or lightning, or if, after notice by the owner fails to respond to a demand within 30 days after the date the notice is given, under award of costs a claim for damages, however great, may be filed in the court of record.

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 the sums are due.

(1) **Non-assignment.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

payments may no longer be required, at the option of Lender, if mortgagor insures coverage in the amount and for the period

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(6) **Borrower's Copy.** Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

(7) **Transfer of the Property or a Beneficial Interest In Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(8) **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

(9) **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.

(10) **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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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.

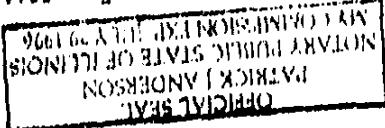
(23) **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 3014 9/80



BANC ONE MORTGAGE CORPORATION

RICKI DONOHO

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My Commission Expires:

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Given under my hand and affixed seal this 24th day of May 1997
Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / she / it
personally known to me to be the same person(s) whose name(s)

is / are the true name(s) of the subscriber, and that the subscriber is / are of sound mind and memory certified that

a Notary Public in and for said county and state do hereby certify that

Cook County ss

STATE OF ILLINOIS,

Notarized _____ (Seal)
Notarized _____ (Seal)

ANNA H. VAN HEUKELM
Anna H. Van Heukelom (Seal)
Notarized _____ (Seal)

ANNE L. VAN HEUKELM
Anne L. Van Heukelom (Seal)
Notarized _____ (Seal)

Witnesses:
any rider(s) executed by Borrower and recorded with the
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in

- (Check applicable boxes)
- Adjustable Rate Rider
 - Condominium Rider
 - Fixed Rate Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Balloon Rider
 - Biweekly Payment Rider
 - First Time Home Rider
 - Second Time Home Rider
 - Other(s) [Specify]
 - V.A. Rider

the cover sheets and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
Security Instruments and agreements of each such rider shall be incorporated into and shall amend and supplement
Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

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