

'PREPARED BY:
LOIS SULLIVAN
CHICAGO, IL 60656

UNOFFICIAL COPY

9402-1266

RECORD AND RETURN TO:

COLUMBIA NATIONAL BANK OF CHICAGO
5231 NORTH HARLEM AVENUE
CHICAGO, ILLINOIS 60656

CNBMC
BOX 054

(Space Above This Line For Recording Data)

MORTGAGE

366048

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 30, 1993
CHARLES E. HUBBS
AND KATHY M. HUBBS, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
COLUMBIA NATIONAL BANK OF CHICAGO

DEFINITE IN COMBINATIONS	\$21.00
189997 IRBN 2436 21/07/94 15:38:09	
121114 A-94-42241204	
COOK COUNTY RECORDER	

which is organized and existing under the laws of UNITED STATES OF AMERICA
address is 5231 NORTH HARLEM AVENUE
CHICAGO, ILLINOIS 60656
EIGHTY THOUSAND NINE HUNDRED
AND 00/100

(Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 80,900.00).

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, 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 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:

NORTH 30 FEET OF THE SOUTH 60 FEET OF LOT 3 IN FIRST ADDITION TO GREEN OAKS, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-36-111-041

31
Street, City,

which has the address of 2118 NORTH 76TH AVENUE, ELMWOOD PARK
Illinois 60635
Zip Code

("Property Address");

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

8R(IL) 91011

VMP MORTGAGE FORMS - 1313-293-8100 - 800-952-1729

Page 1 of 8

DPS 1088
Form 3014-9/90
Index: *[Signature]*

UNOFFICIAL COPY

Page 2 of 6

Form 3014 9/90
WMA-6R1111-A1011

[Signature]
Date: 10/10/1990
Form 3014 9/90
DMS 1980

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

If Borrower makes these payments directly, Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien or take other steps to prevent the enforcement of the lien; or (c) securites from the holder of the lien in sufficient satisfactory to Lender's opinion operating to good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion are likely to prevail the writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (d) contemplates in good faith the lien 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 payments. (b) performs owed payment. 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 due manner, Borrower shall pay item on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay 4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions recoverable to the Property third, 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 paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs this Security Instrument.

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 2, 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.

If the excess funds in accordance with the requirements of applicable law, if the amount held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall account to Borrower twelve monthly payments, at Lender's sole discretion.

If the funds were held by Lender to pay the escrow items when due, Lender may so do by Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than time is not sufficient to pay the escrow items when due, Lender may so do by Borrower in writing, if the amount held by Lender is for the excess funds in connection with the requirements of applicable law, if the excess funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall give to Borrower a applicable law requiring Lender 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 permits Lender to make such a charge. However, unless Lender may agree in writing, however, that Lender's interest in the funds and debts to the funds without charge, an unusual accounting of the funds, showing credits and debits to the funds and the purpose for which each debited to the funds was made. The funds are pledged as additional security for all sums secured by this Security Instrument.

Borrower and 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 by Lender to Escrow items, unless Lender pays Borrower interest on the funds and applying the funds to Escrow items, or Escrow items. Lender may not charge Borrower for holding and applying the funds to Escrow items to pay the funds to pay the funds to Escrow items, unless Lender is subject to any federal Home Loan Bank. Lender shall apply the funds to pay the funds to Escrow items, unless Lender is subject to any state or local authority analyzing the escrow account, or 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

Escrow 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 expenditures of future escrow items, unless Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, less a lesser amount, so, Lender may, at any time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the funds 1974 as amended from time to time, requires for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of related mortgage loans may require for Borrower to Lender the maximum amount a lender for a federal Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federal the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." If any: (e) yearly mortgage insurance premiums, if any; (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; (h) yearly flood insurance premiums, and assessments which may attach priority over this Security Instrument as a lien on the property; (i) yearly leasehold payments and assessments which may attach priority over this Security Instrument as a lien on the property; (j) yearly taxes 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 or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall 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 COVENANTS. Borrower and Lender coveneant and agree as follows:

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

and will defend generally the title to the property 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

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

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

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 or 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 regulation), 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 1981

Form 3014 8/90

Initials: U4

UNOFFICIAL COPY

Form 3014 9/80
DPS 1982

四三

Digitized by srujanika@gmail.com

16. Borrower's Lopy: Borrower shall be given one controlled copy of this Note and of this Security Instrument.

21082025 20 01

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 of this Security Instrument or the Note given effect without the consulting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the consulting provision.

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 of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address listed 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 instrument.

prepayment charge under the Note.

13. **Lawn 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 charges collected in accordance with the law; and (b) any sums already collected from Borrower which exceed permitted loan charges 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 is made, the note will be recalculated as a new note with the same maturity date as the original note.

Securit y instruments shall bind and benefit the successors and assigns of Leader 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 Securit y instrument but does not execute the Note: (a) is co-signing this Securit y instrument only to mortgage, grant and convey the instrument to the Proprietor under the terms of this Securit y instrument; and (b) is not personally obligated to pay the sums secured by this Securit y instrument; and (c) agrees that Leader and any other Borrower may agree to extend, modify, forfeit or make any accommodations which regard to the terms of this Securit y instrument at the Note without the Borrower's consent.

11. Borrower shall not make any payment or prepayment of the principal amount of the Note or any interest thereon prior to the date of maturity of the Note, except as otherwise provided in the Note.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to participation in pari passu credit facilities shall not extend or postpone the due date of the most junior payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is condemned by Borrower, or if, after notice by Borrower that the condemner offers to make all award of 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 same secured by this Security Instrument, whether or not due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument which are not then due, whether or not there is any excess paid to Borrower. In the event of a partial taking of the Property in which the instrument is not fully paid to Lender or otherwise before the taking, unless Property immediately before the taking is equal to or greater than the amount of the sums secured by the instrument immediately before the taking, the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the instrument immediately before the taking, unless Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Lender otherwise agrees 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.

10. Condominiums. The proceeds of any award or claim for damages, direct or consequential, in connection with an condominium or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [under] []

9. Inspection. Lender or its agents may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

UNOFFICIAL COPY

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.

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.

18. 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.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous 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.

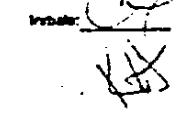
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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.

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.

DPS 1003
Form 3014-950
Version: 

UNOFFICIAL COPY

DPS 1094

Form 3014 9/90

Page 8 of 8

04/04/2011 08:21:21 AM

Given under my hand, and official seal, this
Signed and delivered the day instrument as **THEIR** free and voluntary act, for the use and purpose therein set forth.
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **They**
personally known to me to be the same persons(s) whose name(s)

My Commission Expires: **5/24/11**
Notary Public, State of Illinois
L. STARKY

This instrument was prepared by:

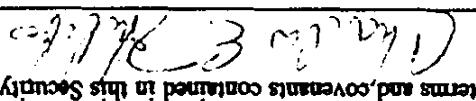
CHARLES E. HUBBS AND KATHY M. HUBBS, HUSBAND AND WIFE
County ss:
STATE OF ILLINOIS, COOK
I, the undersigned,

Borrower
(Seal)

Borrower
(Seal)

KATHY M. HUBBS


Borrower
(Seal)

CHARLES E. HUBBS


Borrower
(Seal)

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

24. Rider(s) 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))

14. Family Rider
 Casualty Rider
 Random Premium Rider
 Graduated Premium Rider
 Biweekly Payment Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) (specify) _____
 V.A. Rider
 Balloon Rider
 Graduate Premium Rider
 Rate Rider
 Other(s) (specify) _____