

PREPARED BY:
SALLY OSWALD
SCHAUMBURG, IL 60173-4273

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORD AND RETURN TO:

MIDLAND FINANCIAL MORTGAGES, INC.
1827 WALDEN OFFICE SQUARE-SUITE 104
SCHAUMBURG, ILLINOIS 60173

04 MAR 29 PM 12:31

94282524

[Space Above This Line For Recording Data]

MORTGAGE

2005-50381

THIS MORTGAGE ("Security Instrument") is given on MARCH 22, 1994
JOHN P. WADE
AND MARY A. WADE, HUSBAND AND WIFE

The mortgagor is

(*Borrower"). This Security Instrument is given to
J.C. MARSHALL FINANCIAL SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose

address is 17021 SOUTH HARLEM AVENUE
TINLEY PARK, ILLINOIS 60477

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

FIFTY THOUSAND
AND 00/100

Dollars (U.S. \$ 50,000.00).

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 APRIL 1, 2009.

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 29 IN MILORD'S ORCHARD ON THE HILL SUBDIVISION BEING A SUBDIVISION
OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 37
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

23-02-111-012

which has the address of 8805 SOUTH HILLSIDE DRIVE, HICKORY HILLS
Illinois 60457
Zip Code

Street, City .

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

CRILL & CO.

VPP MORTGAGE FORMS 101-1200-4100-1900/621-7231

Page 1 of 6

DPS 1089
Form 3014 9-90

BOX 333

UNOFFICIAL COPY

Form 101A 9-90
DPS 1000

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

This Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the lien or take one of the following instruments if Lender determines that any part of the Property is subject to a lien which may claim priority over it. Security instrument (c) securities from the holder of the lien an agreement satisfactory to Lender specifying the lien to entorsement of the lien, or (e) a legal proceeding which in the Lender's opinion operate to prevent the Lender from recovering his or her rights against the parties to the instrument unless Borrower (d) contains in good faith the Lender's written consent to the payment of the principal amount secured by the lien in a manner acceptable to Lender (b) agrees in writing to the payment of the principal amount secured by the lien which has priority over this Security Instrument unless Borrower (a) agrees in

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

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall 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 full manner, Borrower shall pay claim on time directly which may affect this Security Instrument, and thereafter pay amounts of ground rents, if any. Borrower shall pay

4. **Chattel Taxes.** Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property

which, to interfere due, fourth, to principal due, and last, to any late charges due under the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments payable under paragraphs

1 and 2 shall be applied first, to any prepayment due under the Note, second, to amounts payable under paragraph 2;

6. **Security Instruments.** Funds held by Lender shall account to the Lender under paragraphs

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

Funds held by Lender. If, 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, Lender shall promptly refund to Borrower any

written monthly payment, at Lender's sole discretion.

If the Lender fails to make up the deficiency, Borrower shall make up the deficiency in no more than

time is not sufficient to pay the Escrow funds when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to be held 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

without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing; however, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

applicable law requires interest to be paid, Lender shall be paid on the Funds, Lender shall give to Borrower,

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

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

servicing the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

Escrow items. Lender may not charge the receiver for holding and applying the escrow account, or

including Lender. If Lender is sure of its position of in any Escrow from Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items of obligation 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

sets a lesser amount, as Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount

194 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds

related mortgage loan may require for Borrower's escrow account the maximum amount a lender for a federal

Lender may, as a by law, collect and hold Funds in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items,"

the provisions of paragraph 8, in lieu of the payment of property insurance premiums. These items are called "Escrow items,"

and any (e) ready 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) ready hazard or property insurance premiums; (d) ready flood insurance premiums,

and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) ready leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for tax ready taxes

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

1. **Payment of Principal and Interest.** Prepayment and Lender covenant and agree as follows:

"NEGRIM GOVANAN FS, Borrower and Lender covenant and agree real property."

and others by instrument 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 COVENANT THAT Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

lascivious, All of the foregoing is referred to in this Security instrument as the "Property".

features now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and

UNOFFICIAL COPY

5. Hazard or Property Insurance. Borrower shall keep the insurance now existing or hereafter effected 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 failed 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 1091
Form 3014 9-90

UNOFFICIAL COPY

Form 301A 9-90
DPS 1082

140

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

Securing instruments shall be deemed to have been given to him or to him or his executors, administrators or successors in title, as provided in the foregoing paragraph.

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

Responsible author: Dr. [REDACTED] (Email: [REDACTED])

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 hereby interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, (ii) if any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, the remaining amount of the loan charge shall be reduced as a part of the principal payment to Borrower. If a reduced redress principal, the reduction will be treated as a partial prepayment without any further notice or action by the Lender.

12. Successors and Assigns Bound; Joint and Several Liability; Causation. 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 paragraph 12. Borrower's executors and administrators shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable for all obligations under this Security instrument only to the extent of his or her interest in the property described in the Note. (d) Co-signing this Security instrument only to mortgage, joint and several liability, that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security instrument or to Note without the other Borrower's consent.

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.

If the Property is repossessed by Borrower, or it, after notice demanded by Lender or either to Borrower fails to respond to Lender's notice 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 sum secured by this Security Instrument, whether or not then due.

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 sum is less than the amount of the Property taken. In the event of a partial taking of the Property in which the sum is less than the amount of the Property taken, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sum is less than the amount of the Property taken. The proceeds shall be applied to the sums secured by this Security instrument whether or not the sum is less than the amount of the Property taken.

10. (Undertaking) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other property, or for conveyance in lieu of condemnation, are hereby assigned and

9. **Impersonal leaders** or usages may make reasonable claims up to the point of responsibility, but beyond such limits

the premiums required to maintain coverage insurable 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.

UNOFFICIAL COPY

17. Transfer of the Property. If a Beneficial Interest in Borrower, if applicable, part of the Property or any interest therein 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 1083
Form 2014 9-90

JPL
A.J.A.W.

UNOFFICIAL COPY

Form 3014 9-90

GRBLI 3014

DIN 1091

This instrument was prepared by:

My Commission Expires

Notary Public

Given under my hand and at the place and date as follows:

John P. Wade, Esq.,
Signed and delivered the said instrument as THE ESTATE OF JOHN P. WADDE, HUSBAND AND WIFE
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the
personally known to me to be the same person(s) whose name(s)

the JOHN P. WADE AND MARY A. WADE, HUSBAND AND WIFE
, Notary Public in and for said county and state do hereby certify
(County) COOK
STATE OF ILLINOIS.

Borrower

(Seal)

Borrower

(Seal)

MARY A. WADE

(Seal)

Borrower

(Seal)

JOHN P. WADE

(Seal)

Witnesses:
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.
(Check applicable box.)

- Adjustable Rate Rider
- Grandminimum Rider
- Biweekly Payment Rider
- Gradualized Payment Rider
- Planned Unit Development Rider
- Rate Impairment Rider
- Second Home Rider
- Other(s) [Specify]

V.A. Rider
Balloon Rider

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.