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BOX 97

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MORTGAGE

April 7th, 1994

THIS MORTGAGE Security Instrument is given by CHRISTINE ALDRIDGE, A SPINSTER AND THOMAS D HEARNE, A BACHELOR

HARRIS BANK FRANKFORT, which is organized and existing under the laws of THE STATE OF ILLINOIS, 28 W. NEBRASKA, FRANKFORT, ILLINOIS 60423

Borrower owes Lender the principal sum of One Hundred Forty Four Thousand and 00/100

Dollar U.S. \$ 144,000.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument

with which provide for monthly payments with the full debt if not paid earlier due and payable on May 1st, 2004. This Security Instrument is given to Lender for the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, for the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this security. In force of and in compliance with Borrower's covenants and agreements under this Security Instrument and the Note For this purpose Borrower hereby grants, conveys and conveys to Lender the following described property located in Cook County, Illinois

LOT 1 IN WILLYMS SUBDIVISION OF THE SOUTH 1/2 OF 1/4 OF 11 AND ALL OF LOTS 12 AND 13 IN BLOCK 5 IN ELMORE'S RIDGE AND AVENUE ESTATES, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N. 28-32-300-029

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\$7742 ÷ \*-94-321491  
COOK COUNTY RECORDER

6350 W 181ST ST TINLEY PARK  
ILLINOIS 60427

This instrument covers all improvements on, or heretofore created on, the property, and all easements, appurtenances, and fixtures now or hereafter acquired by the Property, and additions shall also be covered by this Security Instrument. All of the foregoing is hereby granted, conveyed and conveyed to Lender as Security for the Property.

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

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the monthly anniversary of the date of the Note, or paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which are levied or assessed against the Property; (b) yearly household payments or ground rents on the Property; (c) yearly mortgage insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (f) Escrow Items. Lender may, at any time, collect and hold Funds in an amount not to exceed the amount necessary to pay the taxes and assessments related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act, 12 U.S.C. §§ 2601 et seq. ("RESPA"), unless another law that applies to the Funds or the mortgage loan requires Lender to, at any time, collect and hold Funds in an amount not to exceed the lesser amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender or Lender's agent or servicer, Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not apply the Funds to pay any other debt of Borrower. Lender shall annually analyze the escrow account or verify the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law prohibits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for a professional real estate tax reporting service used by Lender in connection with this loan, unless applicable law prohibits such a charge. Funds not required to be paid, Lender shall not be required to pay Funds to any other party or institution with Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

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Funds Lender shall give to Borrower, with each check, an itemized accounting of the Funds showing a debit and credit to the Funds and the purpose for which each debit to the Funds was made. The Funds are prepaid a condition precedent for all sums secured by this Security Instrument.

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

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 7; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions (including those on the Property) which may attach pursuant to this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person or entity to whom payment is due. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments in due time, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower, in a written agreement to the payment of the obligation secured by the lien in a manner acceptable to Lender, (a) contests in good faith the lien by a court of competent jurisdiction, or (b) contests in good faith the lien by a court of competent jurisdiction, or (c) obtains a judgment from a court of competent jurisdiction that the holder of the lien has an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice of contesting the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 60 days of the receipt of the notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing on 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. The insurance shall be maintained in the amounts and for the period 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 receipts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and receipts. 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 move 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 become vacant on the Property. Borrower shall be in default if any forcible 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 curing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, preclude 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 first lien, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title, or if 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings to enforce the sums secured by this Security Instrument or to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument with respect to any successor in interest by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising its rights shall not constitute a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note shall be deemed to have executed the Note and shall be bound to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may, at its or their option, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without releasing Borrower.

**13. Loan Charges.** If the Loan is made by this Security Instrument is subject to a law which sets maximum loan charges, and that law provides that any charges in excess of the permitted limit are to be collected in connection with the loan exceed the permitted limit, the amount of any such charges shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums in excess of the permitted limit shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment of principal under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when the notice is provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located, in the event that any provision of this Security Instrument or the Note conflicts with applicable law, the provisions of this Security Instrument or the Note which can be given effect without the conflicting provisions of the applicable law shall survive, and the provisions of this Security Instrument and the Note are declared to be severable.

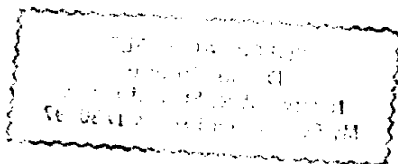
**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**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 its 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 the sums secured by the acceleration of this period, Lender may invoke any remedies permitted by this Security Instrument and the Note against the Property and Borrower.

**18. Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued or to have time prior to the earlier of: (a) 30 days (or such other period as applicable law may specify) to reinstate enforcement of the Property pursuant to any power of sale contained in this Security Instrument, or (b) the entry of a judgment concerning the Security Instrument. The conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as of the date of reinstatement; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcement of this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to repay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and its obligations shall remain fully effective, as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of a foreclosure under paragraph 12.

**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 or assigned to another lender or to the Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that will be responsible for servicing the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer during the term of the Note. Borrower will be given written notice of the change in accordance with paragraph 14 of this Security Instrument. 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.



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**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, storage, disposal, release, or discharge 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 the normal contents of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to be consistent with the Project.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, law, order, or regulation issued by a 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 investigation or remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions consistent with Environmental Law.

As used in this paragraph "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 "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 rights of homestead exemption in the Property.

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and returned to Lender 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 riders were a part of this Security Instrument.

(Check applicable boxes):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 4 Family Rider         |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) (Specify)      |   |   |

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

Signed, sealed and delivered in the presence of

\_\_\_\_\_

*Christine Mobbagy*  
CHRISTINE MOBBAGY  
Social Security Number \_\_\_\_\_

(Seal)  
Borrower

\_\_\_\_\_

*Thomas D Hearne*  
THOMAS D HEARNE  
Social Security Number \_\_\_\_\_

(Seal)  
Borrower

\_\_\_\_\_

Social Security Number \_\_\_\_\_

(Seal)  
Borrower

\_\_\_\_\_

Social Security Number \_\_\_\_\_

(Seal)  
Borrower

Social Security Number \_\_\_\_\_

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STATE OF ILLINOIS, County of Cook, I, the undersigned, a Notary Public in and for said county and State of Illinois, certify that CHRISTINE M MOBBAGY, A SPINSTER AND THOMAS D HEARNE, A BACHELOR

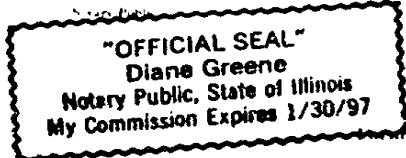
personally known to me to be the said person(s) whose names I subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 7th day of April, 1994.

My Commission Expires:

*[Signature]*

This Instrument was prepared by:

Return To: HARRIS BANK FRANKFORT  
28 W NEBRASKA  
FRANKFORT, ILLINOIS 60423



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