COOK COUNTY, ILLINOIS

or. 400 83 PM 12: 04

94354481

	(Scace Above This Line For Recording Date)		
	MORTGAGE		279
THIS MORTGAGE ("Security Ins	trument") is given on APRIL 9, 1994	. The Mortgagor is	
WILLIAM G. ANDER	RSON AND TINA M. ANDERSON, HUSBAND A		Borrower").
This Security Instrument is given to	IRST OF AMERICA BANK-METRO SOUTHWES	T. N. A.	
which is organized and existing under ONE DEARFORN SQUARE	the laws of UNITED STATES OF AMERICA KANKAKEE IL 60901		e address ("Lender").
Borrower owes Lender the principal su	IM O' FORTY NINE THOUSAND SEVEN HUNDRE	D AND NO/100	
MAY 1.2024 he Note, with interest, and all lerywardvanced under paragraph 7 to prute	49 700.00). This debt is evidenced which provides for monthly payments, with the full debt. This Security Instrument secures to Lender: (a) als, extensions and modifications of the Note. (b) the security of this Security Instrument, and (c) the purient and the Note. For this purpose, Borrower does	the repayment of the debt evi payment of all other sums, wi renormance of Borrower's cove	payable on denced by th interest, enants and
ender the following described proper	ry located inCOOK	Cou	nty, Illinois
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31-36-30°	5-001-0000		
hicri has the address of 113 MA	RQUETTE ST.	PARK FOREST	
in as 60466 (Zip Code)	(street) ("Property Address");	(City)	
ow or hereafter a part of the property pregoing is referred to in this Security ! BORROWER COVENANTS that Bor	nents now or hereafter erected on the properly, and all y All replacements and additions shall also the covere instrumer has the "Property." rower is Lawfully seised of the estate hereby conveyed a erty is un-incumbered, except for encumbratices of re-	d by this Security Instrument.	All of the

THIS SECURITY INSTRUMENT combines urgram covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering reat property.

generally the title to the Property against all claim 3 and demands, subject to any encumbrances of record.

ILLINOIS Single Family. Famile Mass/Freddie Mas UNIFORM INSTRUMENT

Loan ID: 0000724123 94020275

(page 1 of 4 pages)

Borrowers Must Instial LASA TAIN

Form 3014 9/90

Property of Cook County Clerk's Office

THE STATE OF THE S

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 day monthly payments are due under the Note, until the Note is paid in fult, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property. if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items' Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may estimate the 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 lederal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, 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 or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all

sums secured by this Sucurity Instrument.

if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower 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 Escrownems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to mike up the deliciency. Borrower shall make up the deliciency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all stand 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 a quisition 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 2; 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 12 30s, assessments, charges, lines and impositions attributable to the Property which may attain priority over 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 owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments

directly. Borrower shall promptly furnish to Lend-1 receip's evidencing the payments.

Borrower shall promptly discharge any lien which har priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the iten in a major acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which if the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londer 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 Bor ower a notice identifying the lien. Borrower shall satisfy the lien or ake one or more of the actions set forth above within 10 days of the giving of notice.

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 erm "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 Lei-der 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 confer and Lender. Lender may make proof of the loss if not made promptly by Borrower.

less if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applyed 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 Lande may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Suc inty 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 uncer paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage in 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 (5 Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Pro-erry 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 unreasonable withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or implie 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 orfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrow it may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a rung 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 Ican 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 Ioan 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 forte ture 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 Set arity Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender next take action under this paragrap 1.7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph / 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 morigage 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 of 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 in the event of a total taking of the Property, he proceeds shall be applied to the sums secured by this Security Instrument, whether

or not then due, with any excess paid to Boriculer. 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 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 of the following fraction: immediately before the Juling, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the rivent of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the aircurd 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 the . o .e.

If the Property is abandoned by Sprrower, o. if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower laifs 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 agrituin writing, any application of proceeds to principal shall not extend or postpone the due

date of the monthly payments referred to in Laragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance Fig Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or riftuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any de hand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy that not be a waiver of or preclude the exercise of any right or remedy

12. Successors and Assigns Bound; Join and Severil Liability; Co-signers. The covenants and agreements of this Security Instrument shall blind and benefit the success its and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and seve al. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to muligage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) and personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the

terms of this Security Instrument or the Note without that Borrower's consum: 13. Loan Charges. If the foan 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 charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits viil by refunded to Borrower Lender may choose to make this retund by reducing the principal over dunder the Note or by making a direct payment to Borrower. If a refund reduces

principal, the reduction will be treated as a partial prepayment without any prepayment charge 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 if another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lencer. Any notice to Lender shall be given by fits, class mail to Lender's address stated herein or any other address Lender designate, by notice to Borrower. Any notice provided for in this Security Instrument shall be

deemed to have been given to Borrower of Lent or when given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the ray of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions or this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are disclared to be severable.

.6. Borrower's Copy, Borrower shall be give tione conformed copy of the Note and of this Security Instrument

17. Transfer of the Property or a Benefici 1 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 Borrow r is sold or transferred and Borrower is not a natural person) which it is prior wolf en 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.

It 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 meats 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 reinstallement) before sale of the Property pursu, not a any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those condi cns are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no accelliration had occurred; (b) cures any default of any other covenants or agreements, (c) pays all expanses incurred in enforcing this Set sity Instrument, including, but not limited to, reasonable attorneys' tees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Sec sity Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured Ly 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 ac eleration 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.) 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, I orrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the lame 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

UNOFFICIAL COPY

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 go leftly 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.

Loan ID: 0000724123 94020275

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 contribing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal 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 in 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 deniend and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remodiles 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 Sorrower, Borrower shall nay any recordation costs.

23. Walver of Homestead. Borrovar waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one of 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, and agreements of this Security Instrument.

(or our applicable confee)		
Adjustable Rate Rider	[1] Condominium Rider	1.4 Family Rider
Graduated Payment Rider	Pranced Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) (specify)		
BY SIGNING BELOW, Borrower accorded (s) executed by Borrower and recorded		contained in this Security Instrument and in any
Witnesses:	William	G. Cendersen (Sea)
!	WILLIAM G. ANDER Social Security Number	339-48-1672 Borrower
:	liays.	(Seal)
	TINA M. ANDERSON Social Security Nur iber	319-60-8158 Borrower
	(Sy se Selow This Line For Asknowledgment)	$O_{\mathcal{F}_{c}}$
State of		1/0
County WILL	}ss	0
THE UNDERSIGNED	ANCERSON	r said county and state, do hereby certify that personally appeared
before me and is (are) known or proved to have executed same, and acknowledged sa		d of the contents of the foregoing instrument, free and voluntary act and deed and that
(he, she, they) } "OFFICIAL S	instruction the purposes and uses therein	set forth.
witness my hand and official southing I Tr	ersel 9 YH / day of APRIL /	1994
Notary Public, State My Commission ExpiresMy Commission ExpiresMy Commission ExpiresMy Commission Expires **Control of the Control of the Co	re namores >> /─/	Colle Sues (Seal)
This instrument was propared by:		Notary Public
This instrument was prepared by: <u>HOME</u> RETURN TO: FIRST OF AMERICA MO	DRT AGE COMPANY	
115 E. WASHINGTON,	BLUOMINGTON, IL 81701	
ATTN: HOMELIGHT CENTHE MORTGAGEE CERTIFIES THAT THE	ITR. L FO: MIAND SUBSTANCE OF THIS [OCU	MENT IS THE FORM CURRENTLY IN USE.