

# UNOFFICIAL COPY

FNMA/FREDDIE MAC

95447592

MORTGAGE

ILLINOIS

(3014)

: DEPT-01 RECORDING  
: 100001 TRAN 3786 07/11/98 13:39:00 \$33.50  
: 06154 + AB 2-95-447592  
: COOK COUNTY RECORDER

The above space is for the recorder's use only

THIS MORTGAGE ("Security Instrument") is given on JUNE 30, 1995. The mortgagor is MARK R. HEAD AND CATHERINE HEAD, his wife, as joint tenants, ("Borrower"). This Security Instrument is given to PRairie BANK AND TRUST COMPANY, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 7661 S. MARLON, BRIDGEVIEW, IL 60435 ("Lender"). Borrower owes Lender the principal sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00). 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 JULY 31, 1999. 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COOK COUNTY  
MORTGAGE  
REGISTRATION  
AND  
TITLE GUARANTEE  
COMPANY

which has the address of 17310 LAKEWOOD,  
(Street)  
Illinois 60477,  
(Zip Code) ("Property Address");

ORLAND PARK

35447592

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as 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 encumbrance of record.

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

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

Form 3014 9190 (Page 1 of 6 pages)

Reorder from Illinois Financial, Inc.

33.50  
33.50

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Form 301A Page 2 of 4 pages

RECORDED IN THE RECORDS OF THE STATE OF CALIFORNIA

1. Payment of Preliminary and Interests; Prepayments 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. (a) Early taxes and assessments which may affect the Note, until the Note is paid in full, a sum ("Funds") for payment of taxes and assessments due under the Note. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender any amount due under the Note on the date of payment of taxes and assessments.

2. Funds for Taxes and Interest. Subj ect to applicable law or to a written waiver by Lender, Borrower shall pay to Lender any amount due under the Note on the date of payment of taxes and assessments.

3. Application of Payments. Lender is not entitled to receive any amount due under the Note on the date of payment of taxes and assessments.

4. Capitalization of Payments. Lender is not entitled to receive any amount due under the Note on the date of payment of taxes and assessments.

5. Capitalization of Interest. Lender is not entitled to receive any amount due under the Note on the date of payment of taxes and assessments.

If the excess funds held by Lender exceed the amount due under the Note, Lender is not entitled to receive any amount due under the Note on the date of payment of taxes and assessments.

The funds held by Lender on the date of payment of taxes and assessments are not entitled to receive any amount due under the Note on the date of payment of taxes and assessments.

6. Payment of Preliminary and Interests; Prepayments 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. (a) Early taxes and assessments which may affect the Note, until the Note is paid in full, a sum ("Funds") for payment of taxes and assessments due under the Note. Subj ect to applicable law or to a written waiver by Lender, Borrower shall pay to Lender any amount due under the Note on the date of payment of taxes and assessments.

7. Payment of Preliminary and Interests; Prepayments 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.

CONTRARY COVENANTS. Borrower and Lender covenant and agree as follows:

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain those 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.

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16. Borrower's a copy. Borrower shall be given one unmodified 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

13. **General Law Severability.** This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security instrument or clause of the Note contradicts with applicable law, such conflict shall not affect other provisions of 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 declared to be severable.

13. Notice. Any notice to Horwower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless a applicable law requires use of another method. The notice shall be directed to the property address of any other address Horwower 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 Horwower. Any notice provided for in this Security Instrument shall be deemed to have been given to Horwower or Lender when given as provided in this paragraph.

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 finally interpreted so that the interest or other loan charges is 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 sum already collected from Borrower which exceeded the charge to the permitted limit, and (c) any direct payment made to Borrower. Under any choice to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. **Successors and Assignees Found:** Subject to general liability; Creditors. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, unless to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit by the terms of this Security Instrument, and any other Borrower may agree to extend, modify, amend or make any accommodations with regard to the terms of this Security Instrument or the Note without further notice or further action.

In the event of a total taking of the Property, the proceeds shall be applied to the sums received by this Security Instrument, whether or not the due date of the instrument has passed, whether or not the property is given, Lender is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the property or to the sum awarded to Lender for damages. Borrower fails to respond to Lender within 30 days after the date the notice was given, Lender may file a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice was given, Lender may file a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice was given, Lender may file a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice was given, Lender may file a claim for damages.

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

9. **Impediment.** Leader or his agent may make reasonable efforts upon and impede the Proprietary. Leader shall

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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 created 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 use; 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.

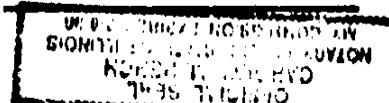
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Form 3011 000 (Page 6 of 6 pages)



BRIDGEVIEW, IL, 60455  
7661 S. HARLEM AVENUE  
PRAIRIE BANK & TRUST COMPANY  
RETURN RECORDED MORTGAGE TO"

(Please show this line readable for loans and records)



My Commission expires

Given under my hand and official seal, this

seal forth

signed and delivered the said instrument to THEIR free and voluntary act, for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They  
personally known to me to be the same person(s) whose name(s)

do hereby certify that ALLEN R. AND CATHERINE N. WEBB, a Notary Public in and for said county and state,

STATE OF ILLINOIS,

COOK

County ss:

Social Security Number ..... 333-30-8832 ..... Borrower  
.....  
CATERINE N WEBB  
X ..... (Seal)  
Social Security Number ..... 334-26-9402 ..... Borrower  
ALLEN R. WEBB  
X ..... (Seal)  
Allen R. Webb

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

- [Check applicable boxes] [Specify]  
 Adjustable Rate Rider       condominium Rider       1-4 Family Rider  
 Grandparent Rider       Planned Unit Development Rider       Second Home Rider  
 Graduate Payment Rider       Rate Improvement Rider       Balloon Rider  
 Biweekly Payment Rider

[Check applicable boxes] [Specify]  
With this Security Instrument, the documents and agreements of each such rider shall be incorporated into and shall amend  
and supplement the documents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

2d. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together  
with this Security Instrument, the documents and agreements of each such rider shall be incorporated into and shall amend

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Exhibit "A"

PARCEL 1:

LOT 31-2 IN BROOK HILLS P.U.D. TOWNHOUSES PHASE 3, BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTHEAST QUARTER OF SECTION 30 AND THE NORTHEAST QUARTER OF SECTION 31, ALL IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS APPURTEnant TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BROOK HILLS TOWNHOUSES RECORDED OCTOBER 18, 1989 AS DOCUMENT 8942484 AS AMENDED FROM TIME TO TIME AND AS CREATED BY DEED FROM MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 18, 1976, KNOWN AS TRUST NUMBER 7565 TO ALLEN R. WEBB AND CATHERINE N. WEBB, HIS WIFE, RECORDED AS DOCUMENT NUMBER 92954142.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR INGRESS AND EGRESS OVER, UPON AND THROUGH LOTS D, E, AND G, AS SET FORTH IN THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 921 49975 AND CREATED BY THE DEED REFERRED TO IN PARCEL 2 ABOVE.

COMMON ADDRESS 17310 LAKEBROOK DR. ORLAND PARK, IL.

PIN# 27-30-415-046

95147342

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Property of Cook County Clerk's Office

35447592

EXHIBIT "A"

EXHIBIT "A"