

UNOFFICIAL COPY

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

LOAN # 7515049

95883547

DEPT-01 RECORDING \$31.00
T40001 TRAN 1403 12/20/95 11:20:00
#3922 + JM *-95-883547
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

3/00
✓

THIS MORTGAGE ("Security Instrument") is given on December 14th, 1995 by *SOUTH HOLLAND TRUST & SAVINGS BANK*, a bank organized under the laws of the State of Illinois, having its principal office at 91st Avenue & 159th Street, Orland Hills, IL 60477, to *HERITAGE COMMUNITY BANK*,

which is organized and existing under the laws of address is 91ST AVENUE & 159TH STREET ORLAND HILLS, IL 60477

THE STATE OF ILLINOIS

, and whose

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

NINETY THREE THOUSAND ONE HUNDRED & 00/100

Dollar U.S. \$ 93,100.00).

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 January 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, at 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 12 IN ARIE GOWEN'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 241 E. 161ST PLACE SOUTH HOLLAND (Street, City),
Illinois 60473 [Zip Code] ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91
MORTGAGE FORMS - (800)221-7291

Page 1 of 6 Date: _____



7515049

UNOFFICIAL COPY

751504

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 improvements and additions shall also be covered by this Security instrument.

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 Note is unencumbered, except for encumbrances of record. Borrower warrants and representations by jointstock to constitute a jointstock security instrument covering real property.

UNITED STATES SECURITY INSTRUMENT contains no national use and non-national coverages with limited liability.

2. Funds for Taxes and Insurance. Subject to applicable law of to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

3. Payment of Premiums and Interest. Borrower shall pay when due the premium of premium and interest, Prepayment and Late Charges.

4. Payment of Premiums. Borrower and Lender shall agree as follows:

UNIFORM COVENANTS. Borrower and Lender shall agree as follows:

1. Payment of Premiums. Borrower and Lender shall pay when due the premium of premium and interest, Prepayment and Late Charges.

2. Funds for Taxes and Insurance. Subject to applicable law of to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 Note is unencumbered, except for encumbrances of record. Borrower warrants and representations by jointstock to constitute a jointstock security instrument covering real property.

THIS SECURITY INSTRUMENT contains no national use and non-national coverages with limited liability.

All debt and obligations due title to the Property is succeeded to the holder of the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly leasehold payments and assessments which may accrue over this Security instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may accrue over this Security instrument as a lien on the Property; (c) yearly hazard insurance premiums, if any; (d) yearly flood insurance premiums, if any; (e) yearly life, health insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the terms of the Note.

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount Lender may accumulate from time to time, 17 U.S.C. Section 2601 et seq. ("RFSPA"). Unless another law shall apply 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 accumulate 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.

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 Lender pays Borrower twice as on the Funds and applicable law permits Lender to make such a charge.

The Escrow items, unless Lender pays Borrower twice as on the Funds, normally stay during the escrow account, or verifying Lender's payment for the holding. And applying the Funds, normally stay during the escrow account, or verifying Lender's payment for the holding.

The Funds are pledged as additional security 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 account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the same amount of the Funds held by Lender is more than twelve months necessary to pay off the Escrow items within due, Lender may so notify Borrower, in writing, and, in such case Borrower shall pay the amount necessary to pay off the Escrow items within due, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale as a credit against the sums secured by this Property, shall apply any Funds held by Lender to any late charges due under the Note.

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

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach thereto, and leschold payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in the Security instrument, or (c) securities from the holder of the Note as a general satisfaction to Lender to the extent of the value of the Note; or (b) securities in good faith which in the Lender's opinion operate to prevent the Lender from recovering his debt from the holder of the Note; or (a) agrees in writing to the payment of the obligation secured by the Note in a manner acceptable to Lender; (b) consents in good faith that the Lender may take any action necessary to collect payment of the debt held by the Lender; (c) agrees in writing to the payment of the debt held by the Lender.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower is in default of more than 30 days of the giving of notice.

Securities held by Lender may give Borrower a notice terminating the lien. Borrower shall notify the Lender or take one of more than 30 days of the giving of notice.

UNOFFICIAL COPY

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date 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 requires 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

Form 3814 R90

^ SK(L) own

Page 3 of 8

Notes: _____

7515049

UNOFFICIAL COPY

given effect without the concluding provision. To this end the provisions of this Security Instrument and the Note are declared to be conclusive when approved by an insurer appointed by Lender against becomes available and is obtained. Borrower shall pay the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires to be provided by an insurer appointed by Lender against becomes available and is obtained. Borrower shall pay the premiums may no longer be required, at the option of Lender, if more coverage insurance coverage (in the amount and for the period

13. 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 are declared to be unconstitutional under the laws of any other state or territory or under any other statute or regulation, such provision shall be severed from this Security Instrument and the Note and the Note shall be declared to be valid and enforceable.

14. Notices. Any notice to Borrower or Lender given in this Security Instrument shall be delivered by mailing it or by mailing it under the Note. Any notice to Borrower or Lender or any other addressee by notice to Borrower. Any notice provided for in this Security addressees shall be delivered by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's any other address. Borrower's notices by notice to Lender. Any notice to Lender shall be directed to the Proprietary Address or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address or by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to Lender's any other address. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender.

15. Loan Charges. If the loan secured by this Security Instrument is subject to a law which permits collection of interest on a loan in excess of the permitted limit, 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 exceed permitted limits will be refunded to Borrower. And that law is finally interpreted so that the interest or other loan charges collected or to be collected as a continuation with the loan and the note to make up the difference between the amount charged and the amount permitted by law. See maximum loan charges.

16. Successors and Assigns; Joint and Several Liability; Co-Signers. The coveralls and agreements of this

Security Instrument shall bind and bequeath the successors and assigns of Lender and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may exercise to the sum of any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

17. Borrower's Covenants and Agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender to any successor in interest of Borrower that has been made by Lender in exercise of its right of remedy.

18. Borrower Note Recession; Foreclosure; Right to Write. Execution of the note for payment of modification

of the note date of the monthly payments within 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

by this Security Instrument, whether or not it can do.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to make an award or settle a claim for damages, 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 of repair of the Property or to the sums secured

to Lender in exercise of the right to write. Execution of the note for payment of modification

of the note date of the monthly payments within 1 and 2 or change the amount of such payments.

Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

Property immediately after the taking is less than the amount secured immediately before the taking, unless

the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the

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, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, divided by (b) the fair market value of the Property immediately before the

value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

UNOFFICIAL COPY

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 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.

UNOFFICIAL COPY

This instrument was prepared by: JENNIFER PORTNER
RECORD AND RETURN TO: MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181
FAX: 708-574-3900
TEL: 708-574-3900

Given under my hand and official seal, this 13th day of December, 1995.
Signed and delivered the said instrument as cheer free and voluntary act, for the uses and purposes herein set forth
subscribed to the foregoing instrument, appear before me this day in person, and acknowledged that they
personally known to me to be the same person(s) whose name(s)

1. The under-signed,
2. Notary Public in and for said County and State so hereby certify that
3. Douglas A. Degroot, Trustee, and Partner, Assistant Secretary and

25 April

STATE OF ILLINOIS

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

24. Rides 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.

22. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay my recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.