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MAIL TO
RECORDED

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

AP# BRASSF, H4590210
LN# 4590210

DEPT-01 RECORDING \$35.50
T40009 TRAN 4439 09/16/96 15:36:00
\$6516 + SK #96-7016681
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 3, 1996. The mortgagor is HAROLD A. BRASSFIELD, Single/Never Married

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B.

existing under the laws of the United States of America
4242 N. Harlem Ave., Norridge, IL 60634

("Lender"). Borrower owes Lender the principal sum of Eighty Five Thousand Dollars and no/100

Dollars
(U.S. \$ 85,000.00). 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 October 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook

County, Illinois.

LOT 12 IN HOMAN ESTATES RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 TO 15, BOTH INCLUSIVE, OF BLOCK 43 OF LINCOLNWOOD WEST, A SUBDIVISION OF THE WESTERLY PART OF THE SOUTHWEST 1/4 OF SECTION 24 AND PART OF THE SOUTHEAST 1/4 OF SECTION 23, EASTERLY OF THE ILLINOIS CENTRAL RAILROAD, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

31-23-412-070 ,

which has the address of

Illinois 60466 ("Property Address");
[ZIP CODE]

530 Homan
[STREET]

Park Forest
[CITY]

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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FORM 3014 9/90
LICENSING-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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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 Escrow items when due, Lender may so notify Borrower in writing, and, if such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments.

The Funds were pledged as additional security for all sums secured by this Security instrument of the Funds, showing credits and debts to the Funds and the purpose for which each debt to accounting of the Funds, interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual interest shall be paid on the Funds. Borrower and Lender may agree in writing, however, to pay Borrower any interest law requires to be paid, Lender shall receive payment in accordance with the terms of the agreement made by Lender in connection with this loan, unless otherwise provided by law. However, Lender may refuse to pay a one-time charge for an independent real estate tax unless a service used by Lender in applying the Funds and applicable law permits Lender to make such a charge. Lender pays Borrower interest on the Escrow account, or verifying the Escrow items, unless otherwise provided in the Funds, annually analyzing the Escrow items, or holding the Escrow items, unless applying the Funds shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding instruments, or entity (including Lender, if Lender is such a institution) or in any Federal Home Loan Bank. Lender shall be held in an institution whose deposits are insured by a federal agency.

The Funds shall be held in escrow items or otherwise in accordance with applicable law. Lender may estimate the amount of Funds due on this basis of current data and reasonable estimates of maximum amount 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 this basis of current data and reasonable estimates of maximum amount under the Federal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. So, account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to exceed the maximum amount a lender for a federal mortgage loan may require for Borrower's escrow called "Escrow items". In lieu of the payment of mortgagelender may advance insurance premiums. These items are provisions of paragraph 8, in the event of a federal mortgage loan to Lender, in accordance with mortgage insurance premiums. (a); and (d) any sums payable by Borrower to Lender, in accordance with (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments on the property, if any; (e) ready instruments as a lien on the property; (f) yearly taxes and assessments which may attach priority over this Security full, a sum ("Funds") for (c), yearly taxes and assessments which may attach priority over this Security Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum due under the Note.

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.

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

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.

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 estate is hereby conveyed and has the right to encumbrances of record. Borrower waives and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, apnuteenances, and fixtures now or hereafter erected on the property. All replacement and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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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 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 taxes, assessments, charges, fines 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 Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in 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 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 identifying the lien. Borrower shall satisfy the lien or take 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 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.

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9. Inspection. Lender or its agent may make reasonable entries upon and inspect all the property for the inspection.

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 loan by the lender under this Security instrument. Unless Borrower fails to pay the premiums or ceases to be in effect, Lender will deduct these payments as a loss reserve in lieu of mortgage insurance. Lender will deduct use and retain any premium paid by Borrower when the insurance coverage lapses to be in effect. Lender will deduct use and retain any premium paid by Borrower until the premium for mortgage ends in accordance with any written agreement provided by the insurance company required to maintain mortgage insurance in effect, or to provide a loss reserve, at the option of Lender, if mortgage insurance coverage (in the amount and terms specified that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Lender, or its agent, shall give Borrower notice at the time of or prior to an inspection specifying reasonable causes for the inspection.

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 foreclosure 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 sums secured by a lien which has priority over this Security instrument, appraisals in court, paying reasonable attorney fees and attorney's fees and attorney's fees not having 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 agrees 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.

6. Occupancy, Reservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasesholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least one year after the date of occupancy. Unless Lender agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control, Borrower shall not commit waste on the Property, allow the Property to deteriorate, or otherwise impair the Property, all for the benefit of Borrower's principal residence or control. Borrower shall be in default if any forfeiture action or proceeding beyond Borrower's control 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 interests. As provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination (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 the value of the Property or Lender's rights in the Property, 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 sums secured by a lien which has priority over this Security instrument, appraisals in court, paying reasonable attorney fees and attorney's fees not having to do so.

5. Protection of Lender's Rights in the Property. If Borrower fails to pay the premiums or ceases to be in effect, Lender will deduct these payments as a loss reserve in lieu of mortgage insurance in effect, Lender will deduct use and retain any premium paid by Borrower when the insurance coverage lapses to be in effect. Lender will deduct use and retain any premium paid by Borrower until the premium for mortgage ends in accordance with any written agreement provided by the insurance company required to maintain mortgage insurance in effect, or to provide a loss reserve, at the option of Lender, if mortgage insurance coverage (in the amount and terms specified that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Lender, or its agent, shall give Borrower notice at the time of or prior to an inspection specifying reasonable causes for the inspection.

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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.

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 (b) 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 condemnor 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 the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be 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: (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 not 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 consent.

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 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 will 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 without any prepayment charge under the Note.

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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, i.e., 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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 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] | <input type="checkbox"/> IHDA Rider | |

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FORM 301A 9/90
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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This instrument was prepared by: Laurie V. Gron
Address: 12 Salt Creek Lane, Suite 110
Hinsdale, IL 60521

Notary Public, State of Illinois
My E. Silivian
OFFICIAL SEAL
My Commission Expires
03/03/99
Notary Public, State of Illinois
My Commission Expires
03/03/99

Given under my hand and official seal, this 3rd day of September, 1996
Instrument, appeared before me this day in person, and acknowledged that he/she signed and
delivered the said instrument as his/her free and voluntary act, for the uses and purposes thereto
personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing
set forth.

I, the undersigned,
hereby certify that
, a Notary Public in and for said county and state do
HAROLD A. BRASSFIELD, Single/Never Married
STATE OF ILLINOIS
COOK
County: COOK
[Space Below This Line For Acknowledgment]

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

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(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

Witnesses:
through 8 of this Security Instrument and in any order(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in pages 1

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