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RECORD AND RETURN TO:
HEMLOCK FEDERAL BANK
FOR SAVINGS
5700 WEST 159TH STREET
OAK FOREST, ILLINOIS 60452

96737411

DEPT-01 RECORDING \$31.00
T#0001 TRAN 5842 09/27/96 11:56:00
\$6970 + RC *-94-737411
COOK COUNTY RECORDER

Prepared by:
DEBRA L. BOSWELL
OAK FOREST, IL 60452

31⁰⁰

11-0145660-11

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 23, 1996 . The mortgagor is
MICHAEL D. FLYNN
AND SANDRA A. FLYNN, AS JOINT TENANTS

("Borrower"). This Security Instrument is given to
HEMLOCK FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose
address is 5700 WEST 159TH STREET
OAK FOREST, ILLINOIS 60452
(Lender). Borrower owes Lender the principal sum of
ONE HUNDRED THOUSAND AND 00/100

Dollars (U.S. \$ 100,000.00).

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, 2011 . 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 61 IN NATALIE SUBDIVISION UNIT NUMBER 2, A SUBDIVISION OF THE
SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 16,
TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

96737411

28-16-107-004

which has the address of 15367 BETTY ANN LANE , OAK FOREST
Illinois 60452 Street, City .

Zip Code ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
Instrument: *McL 347* INSTRUMENT Form 3014 9/90
Amended 5/91
DRAFT GRILL (9502)

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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) consents in good faith the lien against any property over this instrument. If Lender determines that any part of the Property is subject to a lien which may affect this instrument or (c) seizes from the holder of the lien an agreement satisfactory to Lender superordinating the instrument of the lien, or (d) legal proceedings which in the Lender's opinion operate to prevent the defences available against enforcement of the lien in, legal proceedings from the holder of the lien in a manner acceptable to Lender; or (e) settles in good faith the lien by, or defers enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the defences available against enforcement of the lien in, legal proceedings from the holder of the lien in a manner acceptable to Lender.

to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and importations attributable to the Property which may attach 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

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.

of the property, such as property held by a lessee or a licensee in the course of his business, or the property of a person who has died, unless the law provides otherwise, all payments received by Lender under paragraphs 3, Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under paragraphs 3, Security Instruments.

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

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by Lender by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt is to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds borrowed and Lender may agree in writing, however, that interest shall be paid on the Funds under such terms as the Funds and the Lender shall agree to Borrower.

verifying the escrow terms, unless lender pays borrower interest on the funds and applies due interest for an independent real estate reporting service.

(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 the Funds, and Lender shall apply the Funds to make such payments to the Escrow items, unless Lender makes its own arrangements with the Escrow Items.

Leender may estimate the amount of funds due on the basis of current data and reasonable estimates of future escrow items or otherwise in accordance with applicable law.

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.

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, these items are called "escrow items".

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums

2. Funds for taxes and insurance: subject to appropriate law or to written waiver by donor; donor may waive payment of taxes and insurance.

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.

THIS SECTION IS FOR INSURANCE PURPOSES ONLY. IT CONTAINS INFORMATION WHICH IS NOT A CONTRACT OF INSURANCE. THIS SECTION

granted and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORKOWER COVENANTS that Borkower is lawfully seized of the estate hereby conveyed and has the right to mortgag[e] instruments. All of the foregoing is referred to in this Security Instrument as the "Property".

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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.

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, 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

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1A. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered in writing by first class mail unless applicable law requires use of another method. The notice shall be directed to the Propertry Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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.

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 Lender 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 security to Lender and Borrower under the terms of this Security instrument; (b) is not a party to the Note; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or discharge the sum secured by this Security instrument; and (d) is not personally liable to Lender or Borrower.

11. Borrower Not Released By Lender Due To 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 release the liability of the original Borrower or Borrower's successors in interest to extend the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to extend the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower if such extension would violate any provision of law.

If the Property is abandoned by Borrower or, if it, after notice by Lender to Borrower to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the Condemnor offers to make an award or settle a claim for damages, Borrower agrees to pay to Lender the amounts referred to in paragraphs 1 and 2 of the Security instrument, whether or not the same are due.

market value of the property, which may exceed the amount of the sum secured by the security instrument whether or not the sum is due.

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 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; unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument; otherwise, unless Borrower and Lender otherwise agree in writing, the amounts 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 in which the fair market value of the Property is less than the amount of the sums secured immediately before the fair market value of the Property immediately before the taking, the amount of the sums secured by 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.

shall be paid to Leander.

10. Condemnation. The Plaintiff's award of any damages, direct or consequential, in connection with any condemnation of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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.

obtain coverage 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 alternative 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 coverage that Lender may no longer be required, at the option of Lender, if mortgage insurance becomes available and is obtained by the Borrower.

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21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 17 unless of my covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, benzene, carbon monoxide, formaldehyde, lead, radon, radioactive materials, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and other dangerous substances.

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.

Borrower has actual knowledge of any Hazardous Substance affecting the Property as necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Any removal or other remediation of any Hazardous Substance or is notified by any government authority that government of which Borrower has agency or private party involving the Property and any Hazardous Substance or Environmental Law govern mental or regulatory agency of any investigation, claim, demand, lawsuit or other action by any government authority against Borrower for any violation of any Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government authority against Borrower for any violation of any Environmental Law.

Hazardous Substances on or in the Property, Borrower shall not cause or permit the release of any Hazardous Substances on or in the Property of any quantity that are generally recognized to be appropriate to normal storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal use, or

Property that is in violation of any Environmental Law, nor allow anyone else to do so, anything affecting the

20. Hazardous Substances. Borrower shall not cause or permit the release of any Hazardous Substances due to negligence, carelessness, or gross negligence of the Borrower, a servient tenement, or any other person.

19. Sale of Note; Change of Loan Servicer. The note or a partial interest in the Note (together with this Security Information required by applicable law).

Information received by the new Lender and the address to which payment is made. The notice will also contain any other changes of the Note, if there is a note of the Note, the Note and this Security Instrument will be anne

as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one instrument (may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known

incorporating, but not limited to, reasonable attorney fees); and (d) takes such action as Lender may reasonably require to assure

Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)

any expenses incurred in enforcing this Security Instrument, (c) pays all expenses incurred in enforcing this Security Instrument; or (b) entry of a judgment enforceable in this Security Instrument. Those conditions are that Borrower: (a) pays a

Security Instrument before sale of the Property pursuant to any power of sale contained in this applicable law may specify to remittitance); before sale of the Property pursuant to any power of sale contained in this

entitlement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as permitted by this Security Instrument without further notice or demand on Borrower).

18. Borrower. Right to Reminate. If Borrower meets certain conditions, Borrower shall have the right to have

Security Interest in Lender's right to pay these sums prior to the expiration of this period, Lender may invoke any remedies less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums received by this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Instrument.

Security Interest, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Lender's prior written consent, Lender may, in its option, require immediate payment in full of all sums received by this

is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

jurisdiction in which the Property is located, in the event that any provision or clause of this Security Instrument or the Note

Security Instrument shall be declared to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

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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.

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))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify] _____

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

Michael D. Flynn
MICHAEL D. FLYNN

(Seal)
-Borrower

Sandra A. Flynn
SANDRA A. FLYNN

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS, COOK
I, the undersigned

County ss:
, a Notary Public in and for said county and state do hereby certify

that

MICHAEL D. FLYNN AND SANDRA A. FLYNN, AS JOINT TENANTS

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

Given under my hand and official seal, this 23 day of September, 1996.

My Commission Expires: 6/3/00

Notary Public

