

UNOFFICIAL COPY

BOX 370

96931776

AFTER RECORDING MAIL TO:

Beverly Bank
Loan Service Center
417 S. Water Street
Wilmington, IL 60481

DEPT-01 RECORDING \$35.00
T40009 TRAN 6068 12/10/96 15:01:00
#2820 4 BK *-96-931776
COOK COUNTY RECORDER

LN# 500-3835

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 26, 1996. The mortgagor is MARTIN J. SCHAEFFER, A SINGLE PERSON, NEVER MARRIED and KAREN A. RAINFORD, A SINGLE PERSON, NEVER MARRIED

("Borrower"). This Security Instrument is given to Beverly National Bank, which is organized and existing under the laws of the United States of America, and whose address is 417 S. Water Street, Wilmington, IL 60481 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand Dollars and no/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 December 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 113 IN RIDGEATE UNIT 7, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 27-27-107-008

ATGF, INC

which has the address of 9249 WEST 170TH PLACE, ORLAND HILLS
(STREET) [CITY]
Illinois 60477 ("Property Address");
[ZIP CODE]

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The Funds shall be held in an institution whose shareholders are measured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, after may not charge Borrower for holding and applying the Funds, usually arranging the Escrow account, verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Lender to pay a one time charge for a independent real estate reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or amounts on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and debts to the Funds and the purpose for which each debt to account of the Funds, showing credits and debits to the Funds and the purpose for which each debt to account of the Funds was made. The Funds are pledged as additional security for all sums secured by this instrument.

1. **PENALTY OR PRACTICAL AND LIQUEURS; PREPARATIONS AND LIQUEURS.** Bonnover shall principally pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

UNIFORM GOVERNOR'S BUDGETARY AND LEDGER COVARIANCE AND ADJUSTMENTS.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter erected on 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 will defend generally the title to the Property against all
accumbrances of record. Borrower warrants and will defend generally the title to the Property except for
claims and demands, subject to any encumbrances 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.

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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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8. Inspection. Lender or his agent may make reasonable entries upon and inspection of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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 previously in effect, at a cost substantially equivalent to the cost to Lender. It subsequently acquires insurance is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Borrower when the insurance coverage is ceased or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Losses reserved by Lender may no longer be recoverable, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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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20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, release 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 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.

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 "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes in 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 and address of the new loan servicer and the address to which payments should be made. The 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. **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 "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes in 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 and address of the new loan servicer and the address to which payments should be made. The 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.

18. **Borrower's Right to Reinstatement.** If such other period of time as is set forth in this Security Instrument meets certain conditions, Borrower shall have the right to have another reinstatement of this Security Instrument 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 enjoining the Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note as it accrued or accrued interest; (b) cures any default as provided in this Security Instrument; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as lender may include, but not limited to, reasonable attorney fees; and (e) takes such action as lender may require to assure that the Note as it accrued or accrued interest has been paid in full.

19. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security Instrument. In addition, Lender shall give Borrower notice of the date of this Security Instrument without further notice or demand on Borrower.

20. **Right to Reinstate.** If such other period of time as is set forth in this Security Instrument meets certain conditions, Borrower shall have the right to have another reinstatement of this Security Instrument 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 enjoining the Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note as it accrued or accrued interest; (b) cures any default as provided in this Security Instrument; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as lender may include, but not limited to, reasonable attorney fees; and (e) takes such action as lender may require to assure that the Note as it accrued or accrued interest has been paid in full.

21. **Governing Law; Sovereignty.** 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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. Any notice given by Lender when given as provided in this instrument shall be deemed to have been given to Borrower or Lender when given as provided in this instrument or by mail to Lender designee by notice to Borrower. Any notice provided for in this Security Instrument shall be delivered to Lender designee by first class mail to Lender's address stated herein or any other address Lender designee by notice to Borrower. Any notice provided for in this Security Instrument shall be delivered to Lender by first class mail unless applicable law requires use of another method. The notice shall be delivered to Lender by first class mail unless applicable law requires use of another method. The notice shall be delivered to Lender by first class mail unless applicable law requires use of another method. The notice shall be delivered to Lender by first class mail unless applicable law requires use of another method.

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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, for closure 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) | | |

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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Wilmington, IL 60481

417 S. Water Street

Address: Beverly National Bank

This instrument was prepared by: Gloria Pomykala

MY COMMISSION EXPIRES 02/24/00
NAME & ADDRESS STATE OF ILLINOIS1503 E 9 PAULS
OFFICIAL SEAL

NOTARY PUBLIC

My commission expires:

Given under my hand and official seal, this 26th day of November, 1996.

Instrument known to me to be the same person(s) whose name(s) are subscribed to the foregoing personally delivered the said instrument as their true and voluntary act, for the uses and purposes therefor.

Instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument, apprising me of the uses and purposes therefor.

SINGLE PERSON, NEVER MARRIED

MARTIN J. SCHAEFFER, A SINGLE PERSON, NEVER MARRIED and KAREN A. RAINFORD, A

STATE OF _____, County of _____

Space Below This Line For Acknowledgment

BORROWER
(SEAL)

BORROWER
(SEAL)

KAREN A. RAINFORD
(SEAL)

MARTIN J. SCHAEFFER
(SEAL)

Witnesses:

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

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