# 13-356, 6320

## UNOFFICIAL COPY 97502108

LOAD No. ELK-0051051297 Instrument Prepared by: JONATHAN MIKOLS Record & Return to HARRIS BANK ELK GROVE **500 EAST DEVON AVENUE** ELK GROVE VILLAGE, IL 60007

COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS 97 JUL 14 PM 12: 41

RECORDING 33,00 MAIL 0.50 97502108

[Space Above This Line For Recording Data] MORTGAGE THIS MORTGAGE ("Saurity Instrument") is given on June 18th, 1997 The mortgagor is BRUCE K JOHN'ON AND MARY G JOHNSON, HIS WIFE ("Borrower"). This Security Instrument is given to , which is organized HARRIS BANK ELK GROVE and whose address is and existing under the laws of THE STATE OF ILLINOIS ("Lender"). 500 FAST DEVON AVENUE ELK GROVE VILLAGE ILLINOIS 60007 Borrower owes Lender the principal sum of Figure Str Thousand Two Hundred and 00/100 This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ \$6,200.00 this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due . This Security Instrument secures to Lender: (a) the and payable on July 1st. 2012 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, advance; under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mentage, grant and convey to Lender the fol-County, Illinois: lowing described property located in COCK Contion Office

LOT FIFTEEN MUNDRED EIGHTY-ONE (1581) IN ELK GROVE VILLAGE SECTION 4. BEING A SURDIVISION IN THE SOUTH MALF OF SECTION 28, AND THE NORTH HALF OF SECTION 33, BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST CF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, KLINION, ON SEPTEMBER 23, 1958, AS DOCUMENT NUMBER 1819395.

P.I.N# 08-28-414-005

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which has the address of	347 LAUREL ST	, ELK GROVE VILLAGE	,,
illinois <u>40007</u> -	("Property Address");	Initiale	M

ILLINOIS - Sincle Family - Fannic Mac/Freddie Mac UNIFORM INSTRUMENT GFS Form 3014 (6J16)

THIS IS A TRUE

AND CERTIFIED COPY

Form 3014V 9/90 (page 1 of 7 pages)

Loss Number:

ELK-0051051297

TOGETHER WITH all the improvements now or hereafter erected on the property, and all cases ents, apparaturances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the state hereby conveyed and has the right to markage, grate and convey the Property and that the Property is uncancalizated, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to may encumbrance of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants

with Harited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

i, Payment of Principal and Interest; Prepayment and Late Charges.

Borower Sall promptly pay when the principal of and interest on the debt evidenced by the Note and any prepayment and late charges the Note.

By Funds for Taxon and Insurance.

Subject to applicable law or to a written waiver by Lendor, Borrower thail pay to Leader on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) jestly taxon and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly located payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (a) yearly flood insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by is rower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These heme are called "Escrow Items." Lander may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's excrow excount under the federal Real Estage Settlement Procedures Act of 1974 as appealed from time to time, 12 U.S.C. Serion 2601 et seq. ("RESPA"), unless another law that applies to the Payme are a leaser account. If so, Lender may, at any time, collect and hold Punds in an amount not to exceed the leaser account. Lender may estimate the amount of priority in accordance with applicable law.

The Punch shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or easily flactuding London, if London is such an institution) of its my Federal Home Loan Bank. Usuder shall apply the Punch to pay the Escrow terms. Lender may not charge Escrower for holding and applying the Funda, accountly amplying the sucher account, or verifying the Eschow Rens. Lender pays Borrower interest on the Punch and applicable law parmits Lender to make such a charge. However, Lender may require Borrower to pay a oscious objects for an independent real entate tax reporting service used or Lender in connection with this loan, the less applicable law provides otherwise. Unless at agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or carmings on the Funds. Borrower and Lender and applyings in writing, however, that interest shall be paid on the Funds. Leader chall give to Borrower, whileout elimings, an amusi accounting of the Funds, showing credity and debits to the Punch and the purpose for which could distinct to the Punch was made. The Funds are picciged as additional security for the number secured by this Samily Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. If the amount of course to flectower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Finish held by Lender at any time is not sufficient to pay the flectow beens when due, Lender 127 so northy in writing, and, in such case florrower shall pay to Lender the amount accessery to 127 up the deficiency in no more than revive monthly payments, at Louise's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Buccurier any Punds beld by Lender. If, under phragraph 21, Lender shall acquire or soil the Property, Lander, pitter acquisition or sale of the Property, shall apply say Punds held by Lander at the time of acquisition or sale at a cradit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides etherwise, all payments received by Lander under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to applied maker paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; tiens. Burrower shall pay all taxes, seassanters, charges, fines and impositions at orientable to the Property which may attein priority over this Security Innovance, and lessehold payments or greened sense, if any. Reprover shall pay these obligations in the menner provided in paragraph 2, or if not paid in

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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: (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 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 to 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 puragraphs t 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 Borrower shall occupy, establish, and use the hoperty as Borrower's principal Application; Leaseholds. 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 fortence 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 esusing 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 leaschold 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

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Lender's rights in the Property (such as a proceeding in bankrupacy, pendent, for condemonation or facilities or to enderly lines or regulations), then Lender may do and pay for whenever is necessary to present the waise of his 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 histority instrument, appearing in court, paying remonable storages' fore and emering on the Property to stoke repairs. Although Locales near take action earlier this paragraph 7, Lander does not have to the so.

Any majories districted by Lender under this paragraph 7 shall become additional debt of Borrower secured by this A Security Instruction. Unless Remover and Lender agree to other moves of payment, these amounts shall been districted from the data of distructions at the Note rate and shall be payable, with interest, upon notice from

Lander to Borrower requesting payment.

M. Moragage insurance.

If Lander required mortgage insurance as a condition of making the lean missing by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in affinit. If, for any remen, the mortgage insurance coverage required by Lander inpose or comes to be in effect. Burnamer shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an assessme mortgage insurance approved by Lander. If substantially equivalent mortgage incurance is not shallballe, Borrows chall pay to Lander each month a sum equal to one-wolfish of the yearly mortgage insurance extensive previous previous by Borrows when the insurance coverage lapsed or onesed to be in effect. Londer will enter, the said statis the payments as a loss seserve in lies of mortgage insurance. Loss reserve payments may be langer be required, or the option of Lander, if managage insurance coverage (in the amount and for the period that Lander requires) provided by an insurar approved by Lander again becomes available and is obtained. Beginner aball pay the premiums received to maintain mortgage insurance in affect, or to provide a loss reserve, until the requirement for mortgage insurance and insurance and lander or applicable law.

A trapection.

Lender or its age a may make remonable curries upon and inspections of the Property.

Lender shall give Borrower notice at the time of a prior to an inspection specifying remonable cause for the

DESCRIPTION.

10. Condensation. The proceeds of any award or claim for descapes, direct or consequential, in con-

condensembles, are hereby assigned and chail be paid to Leoder.

In the event of a total taking of the Property, the process shall be applied to the same secured by this Security Instrument, whether or not then due, with they excuss paid to degrower. He the event of a partiel taking of the Property is unfolded by the fall market value of the Property is unediately before the taking is equal to or granter than the astronet of the same secured by this Security Instrument isomediately before the taking, unless Borrower and Leights efficiently the solution in writing, the sums secured by this Security Instrument of the solution of the solution of the property instrument of the solution of the same secured to taking, divided by (b) the his market value of the Property immediately before the market value 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 an taking, unless flower and Lender otherwise agree in writing or unless applicable law otherwise provides, he recreates shall be stabilished the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is shandoned by Berrower, or if, after notice by Lander to Borrower that the correspond to the description award or settle a claim for damages, Sorrower fails to respond to Lender within 30 days attactive date the mains is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or

regule of the Property or to the sums secured by this Security Instrument, whether or not rhow due.

Union Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend of pestpone the data date of the monthly payments referred to in paragraphs 1 and 2 or charge the amount of such payments.

It, Bustower Not Released; Forbearance By Lender Not a Waiver.

Extension of the time for payment or medification of montization of the sums secured by this Security Instrument granted by Lender to any successor; he interest of Engineer shall not be required to commence proceedings agains; any successor in interest or selful to extend these for payment or otherwise modify amortization of the sums secured by this Security harmonist by reason of any domaid 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

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Loan Number

or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. covenants 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.

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class may to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

This Security Instrument shall be governed by federal law and the law 15. Governing Law; Severability. of the jurisdiction in which the Property is located. In the event that any provision or clause 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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

Borrower shall be given one conformed copy of the Note and of this Security 16. Borrower's Copy. instrument.

17. Transfer of the Property or a Beneficial Interest in Corrower. if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest ir. Dorrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender that, 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 sams prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

If Borrower meets certain conditions, Borrower shall have the right to 18. Borrower's Right to Reinstate. have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) & days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to a ty power of sale contained in this Security I istrument; 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; (v) 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 (ii) 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.

The Note or a partial interest in the Note (together with this 19. Sale of Note; Change of Loan Servicer. 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.

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If there is a change of the Local Services, Bornower will be given written notice of the change in accordance with managerials 14 shows and applicable law. The notice will state the name and address of the new Local Services and	
the milities to which payments should be made. The notice will also contain any other information required by applicable law.	
M. Herandone Seintances. Rommer shall not course or permit the presence, use, disposal, storage or sufficient of any Herandone Substances on or in the Phyperty. Borrower shall not do, nor allow anyone class to do,	e,
supplies affecting the Property that is in violetten of any Environmental Law. The preceding two sestences shall not apply to the precedure, use, or storage on the Property of small quantities of Huandone Substances that are	
personally recognized to be appropriate to normal residential uses and to maintenance of the Property.  Elements shall presuptly give Lender written notice of any investigation, claim, demand, lawsuit or other actions by may governmental or regulatory against the private party involving the Property and any Hazardous	
Substitute or Environmental Law of which Horrower has actual instanted by in Horrower learns, or is notified by any polarizational or regulatory sutherity, that any removal or other remediation of my Hazardow Substance affecting	
the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with the Property is necessary.	
As used in the paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Breti te mutal Law and the following substances: gasoline, kerosene, other flammable or toxic	
perceition products, while pasticides and herbicides, volutile solvents, materials containing entestor or formal- designation and entering interiors. As used in this paragraph 20, "Environmental Law" means federal laws and laws	
of the jurisdiction where the Preparty is located that relate to health, safety or environmental protection.  NESS, UNIFORM COVENAGES, Borrower and Lander further covenant and agree as follows:	
21. Acceleration, Remodie. Lender shall give notice to Borrower prior to acceleration follow- her bistower's breach of any coverage or represents in this Security Instrument (but not prior to ac-	
celected under paragraph 17 unless applicable for provides otherwise). The notice shall specify: (2) the action required to cure on default; (c) a clare, not less than 30 days from the date	
the stidie is given to Borrower, by which the delark must be cured; and (d) that failure to care the delayer or before the date specified in the north may result in acceleration of the sums secured by	
that Pagentry Instruments, furectionare by fudicial process and sale of the Property. The notice shall further before Business of the right to reinstate after acceleration and the right to assert in the	
formitisment proceeding site non-existence of a default or to other defense of Borrower to accelera- tion and foredenses. If the default is not cured on or before the date specified in the notice, Lander at	
its spities may require immediate payment in full of all sums recured by this Socurby insurement withingst further decised and may foreclose this Security instrument by judicial proceeding. Lender	
shell the analytisch to collect all expenses incurred in pursuing the remedia provided in this paragraph  27, highering, but not limited to, reasonable accompanys' fees and costs of the eddence.	
22. Palence. Upon payment of all signs secured by this Security Commont, Lander shall release this Security Sec	1
23. Waiver of He messaid. Borrower valves all right of homessaid e samplion is the Property.  24. Riches to this Security Instrument. If one or more riders are expected by Borrower and the	<b>177</b> ~
dult together with this Socurity Instrument, the covenants and agreements of each main rider and it be incorporated to instrument and my pleasest the covenants and agreements of this Security Instrument at if the rider(s)	•.
where the part of this Security Instrument. [Check applicable box(20)]  Advantable Rate Rider [ Condensitive Rider [ 1-4 Partity Rider	;
Selloon Rider Rule Improvement Rider Second Home Rider	

Loan Number ELK-0051051297

	-Borrowe
	(Sea)
	-Borrowe
[Spa	ze Below This Line For Acknowledgment]
STATE OF ILLINOIS.	County ss: Confi
6	
a Notary Public in and to said county and sta	
BRUCE K JOHNSON AND MARY G JOHNSOI	N, HIS WIFE
personally known to me to be the same person	n(s) whose name(s) is/are subscribed to the foregoing instrument, appeared
before me this day in person, and acknowled?	ed that he/she/they signed and delivered the said instrument as their
free and voluntary act, for the uses and purpor	e The rem set form.
Given under my hand and official seal, this	day of June, 1997
My Commission expires: ,/2,3/01	Cunthen & Hace
1/2. 7/07	Notary Public
	OFFICIAL SEAL
	E CYNTHIA J FLORIA
	S FOTARY PUBLIC, STATE OF ILLINOIS S
	Comment of the commen

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Property of Cook County Clerk's Office