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AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
1350 E. Touhy Ave. Suite 160W
Des Plaines, IL 60018

97549261

AP# JOHNSO, H5687250
LN# 5687250

DEPT-01 RECORDING

\$35.00

T#0012 TRAN 6099 07/29/97 15:19:00
#6082 + CG *~97-549261

[Space Above This Line For Recording Data] — COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 21, 1997. The mortgagor is Harold Edward Johnson and Shirley Ann Johnson, Husband and Wife

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America, which is organized and existing under the laws of the United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Seventy Five Thousand Dollars and no/100 Dollars (U.S. \$ 75,000.00). 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 August 1, 2027. 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 48 IN BLOCK 4 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-31-127-026-0000 ,

which has the address of

2042 W. Charleston
(STREET)

Chicago
(CITY)

Illinois 60647
(ZIP CODE)

("Property Address"):

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

BOX 333-CTI

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If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to 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

shall interest shall be paid on the Funds, showing credits and debts to the Funds and the purpose for which each debt to pay Borrower any interest or amounts on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debts to the Funds, Borrower and Lender may agree in writing, however, unless an agreement is made or applicable law requires to be paid, Lender shall not be required to report any service used by Lender in connection with this loan, unless applicable law provides otherwise. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax auditor pays Borrower interest on the Funds and Lender to make such a charge, Lender shall apply the Escrow account, credit retaining the Escrow items, unless 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 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 instruments, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan

The Funds shall be held in an institution whose deposit is insured by a federal agency, expeditiously or otherwise in accordance with applicable law.

may estimate the amount of Funds due on the basis of current data and reasonable estimates of Lender may, at any time, collect and hold Funds in amount not to exceed the lesser amount, if so, U.S.C. § 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a limit, 12 maximum amount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 maximum amount a lender for a federally regulated mortgage loan may require for Borrower's Escrow called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are mortgage insurance premiums, if any; (d) any sums payable by Borrower to Lender, in accordance with instrument as a lien on the Property; (e) yearly flood insurance premiums, if any; (f) yearly hazard or property insurance premiums; (g) yearly leasehold payments of ground rents on the Property, if any; (h) a sum ("Funds") for Taxes and insurance and assessments which may attach privately over this Security until a written waiver by Lender in the Note, unless the Note is paid in full, a sum ("Funds") for Taxes and insurance, subject to applicable law or to a written waiver by Lender,

1. Payment of Principal and Interest; Preparation and Lato Charge. 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 property. Covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument covers all the property, grant and convey the Property and will defend generally the title to the Property against all encumbrances of record. Borrower warrants and agrees that the Property is unencumbered, except for debts and demands, subject to any encumbrances of record.

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 Property is unencumbered, except for appurtenances now or hereafter a part of the Property. All of the foregoing is referred to in this Security instrument, also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument, all

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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, 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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6. Occupancy, Reservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasesholes. 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 if any forfeiture action or proceeding against Borrower's control of the Property exists which are beyond Borrower's control. Borrower shall not be liable for damages or expenses in writing, which concern him personally with or criminal, is begun that in Borrower's good faith provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that in Borrower's security interest or Lender's security interest, Borrower may cure such a default and reinstated, as default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that in Borrower's security interest or Lender's security interest, Borrower may impair the lien created by this instrument or Lender's security interest or other Lender's rights in the Property or otherwise materially impair the security interest of Lender or Borrower shall also be in default if Borrower, during the loan application process, gave material information which Lender's rights in the Property (such as a proceeding in bankruptcy, probable, 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 over this instrument, or other Lender's rights in the Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a default proceeding that may significantly affect Lender's rights in the Property, Lender may 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, Lender may merge unless Lender agrees to the merger in writing. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower shall bear interest from the date of disbursement at the Note rate plus payables, with 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 reacquired mortgage insurance coverage required by Lender under lapses of making the loan secured by this Security instrument, Borrower shall pay the premium as required to maintain the mortgage insurance in effect, if not available, from an alternate mortgage insurance company that covers the same period of time as the original coverage. If substantial liability equivaalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance will accrue, Lender will pay to Borrower of the mortgage insurance coverage previously in effect, from an alternate mortgage insurance company that covers the same period of time as the original coverage. Lender shall pay to Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will pay to Borrower each month as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage ceases (in the amount and for periods that Borrower requires) provided by an insurer approved by Lender again becomes available and is obtained. Lender reserves the right to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or his agent may make reasonable entries upon and inspectins of the property, Lender shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

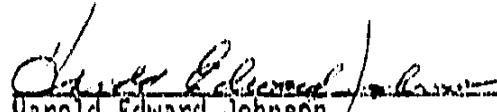
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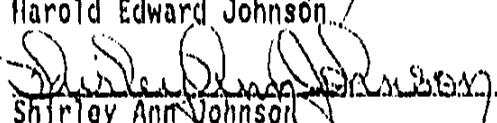
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


Harold Edward Johnson

(SEAL)

BORROWER


Shirley Ann Johnson

(SEAL)

BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

(SEAL)
BORROWER

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS

, COOK

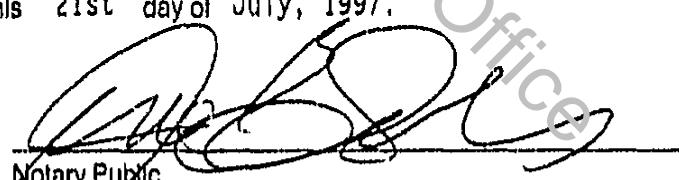
County as:

I, THE UNDERSIGNED , a Notary Public in and for said county and state do hereby certify that Harold Edward Johnson and Shirley Ann Johnson

personally known to me to be the same person(s) whose name(s) are 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 21st day of July, 1997.

My commission expires:


Notary Public

This instrument was prepared by Jane Shea
NOTARY PUBLIC, STATE OF Illinois
MY COMMISSION EXPIRES 12/31/2001
1350 E. Touhy, Suite 280 West
Des Plaines, IL 60018

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- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [Specify] HDA Rider

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

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

This Security instrument without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release title evidence.

In the acceleration and foreclosure, if the defaulter is not cured on or before the date specified in the notice, Lender at his 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 attorney's fees and costs of acceleration.

This Security instrument without charge to Borrower, Borrower shall pay any recording costs.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall secure the defaulter for the period specified in the notice may result in acceleration of the sums to cure the notice is given to Borrower, by which the defaulter must be cured; and (d) that failure from the defaulter to cure the notice is given to Borrower, by which the defaulter must be cured; and (c) a date, not less than 30 days after acceleration of the note, if the defaulter has failed to cure the notice, the note shall be accelerated.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasesoline, kerosene, other materials or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials flammable or explosive, asbestos, 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.

Hazardous Substances affecting the property is necessary, that any removal or other remediation of any remedial actions in accordance with Environmental Law.

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 substance of environmental law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, that any removal or other remediation of any remedial actions in accordance with Environmental Law.

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the property.

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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, Derrower shall not cause or permit the presence, use, dispersion, storage, or release of any Hazardous Substances on or in the Property. Derrower shall not do, nor allow anyone to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sections shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are not prohibited by the Environmental Law.

18. **Style of Note:** Changes of Loan Servicer. The Note or a Parallel instrument in the Note (together with this Security Instrument) may be sold one or more times without notice to C. Power. 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 (known as the "Loan Servicer"). There also be a change of more than 14 days above and below the address to which payments should be made. The note will also contain any other information required by applicable law.

18. Borrower's Right to Remodel. If Borrower makes certain modifications, Borrower shall have the right to do any work or remodeling of this Security instrument desired at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specifically permit) 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. These conditions are that Borrower: (a) pays Lender all sums which Lender would be due under this Security instrument and the Note as if no cancellation had occurred; (b) gives any default of any other covariant or agreement; (c) pays all expenses incurred in enforcing this Security instrument; and (d) no acceleration has occurred.

and the provisions of this Security Instrument and the Note are declared to be severable.

1B. Governing Law: This Security Instrument shall be governed by Federal law and the laws of the jurisdiction in which the Property is located. In the event that any provision of this law or of the instrument is held illegal, such conflict shall not affect other provisions.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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 shall be given by first class mail to Lender's address provided for in this instrument or to Lender's address by notice to Borrower. Any notice given under this paragraph shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.