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Permanent Index Number: 29311190040006

Prepared by:
Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

97568834

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75380-9068

DEPT-01 RECORDING \$33.00
T#0012 TRAN 6206 08/05/97 15:33:00
#0104 # ER # -97-568834
COOK COUNTY RECORDER

BOX 251

TO 100 98 000 (Bill)

[Space Above This Line For Recording Data]

Loan No: 08655748
Borrower: JOHN F. HURTUBISE

Date ID: 978

MORTGAGE

3392

THIS MORTGAGE ("Security Instrument") is given on the 31st day of July, 1997.
The mortgagor is JOHN F. HURTUBISE AND JENNIFER L. BOHLMAN, HIS WIFE

("Borrower").

This Security Instrument is given to BEDFORD MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 16443 OLDE GATEHOUSE ROAD, TINLEY PARK, ILLINOIS 60477

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND and NO/100----Dollars (U.S. \$ 108,000.00). 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, 2012. 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Clerk's Office

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Loan No: 08655748

Data ID: 978

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 7 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 the 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 7, 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 obtain coverage substantially 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 alternate 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. Loss reserve payments may no longer be required, at the option of Lender,

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if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required 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 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.

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 then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor 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; Forfeiture by Lender Not a Waiver.** Extension of the time for payment or mortgagor 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 the 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.

14. **Notices.** 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 or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail 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.

15. **Governing Law; Severability.** 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 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 the end the provisions of this Security Instrument and the Note are declared to be severable.

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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] | | |

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.

Property of Cook County Clerk's Office

John F. Hurtubise(Seal)
JOHN F. HURTUBISE —Borrower

Jennifer L. Bohlman(Seal)
JENNIFER L. BOHLMAN —Borrower

.....(Seal)
—Borrower

.....(Seal)
—Borrower

[Space Below This Line For Acknowledgment]

State of ILLINOIS
County of COOK

§
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The foregoing instrument was acknowledged before me this 31st day of July, 1997 by
JOHN F. HURTUBISE AND JENNIFER L. BOHLMAN, HIS WIFE

John Chamberlin
Notary Public

JOHN CHAMBERLIN
MY COMMISSION EXPIRES
April 12, 1999

My commission expires

JOHN CHAMBERLIN
MY COMMISSION EXPIRES
April 12, 1999

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PARCEL 1 THE WEST 150 FEET OF THE SOUTH 115 FEET OF BLOCK 2 IN GEORGE W. JOHNSON'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 ACCORDING TO PLAT THEREOF RECORDED MARCH 11, 1908 IN BOOK 97 OF PLATS, PAGE 41 AS DOCUMENT NUMBER 4170979, IN COOK COUNTY, ILLINOIS.

PARCEL 2 THE SOUTH 10 FEET OF LOT 2 OF MENZEL'S RESUBDIVISION OF THE NORTH 120.3 FEET OF THE SOUTH 235.3 FEET OF THE WEST 150 FEET OF BLOCK 2 IN GEORGE W. JOHNSON'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1908 IN BOOK 97 OF PLATS, PAGE 241, AS DOCUMENT NUMBER 4170979, IN COOK COUNTY, ILLINOIS.

PIN 29 31 119 004
29 31 119 014
29 31 119 024

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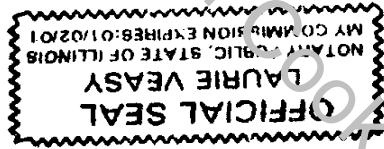
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(Page 2 of 2)

Prepared by: Middleberg Riddle & Cianna
2323 Bryan Street, Suite 1600
Dallas, Texas 75201
(214) 220-6300



BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared KRIS KING, CLOSING MANAGER AS ITS ATTORNEY IN FACT FOR ASSIGNOR known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BEDFORD MORTGAGE CORPORATION, A Corporation, which is organized and existing under the laws of the State of ILLINOIS, and that (s)he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of February 1999
My commission expires: 1-2-2001
Notary Public in and for Laurie Veasy

State of ILLINOIS
County of WILL
§
§
§
BY ITS AGENT AND ATTORNEY IN FACT ACCUMANC
MORTGAGE CORPORATION
By: [Signature]
KRIS KING, CLOSING MANAGER (Printed Name and Title)

(Seal)
For value received, Holder sells, transfers, assigns, grants and conveys the Security Instrument and the Note described therein, all of Holder's right, title and interest, in the Security Instrument and Note, and all of Holder's title and interest in the Property to Assignee and Assignee's successors and assigns, forever.
When the context requires, singular nouns and pronouns include the plural.
IN WITNESS WHEREOF, Holder has caused these presents to be signed by its duly authorized officer(s). If applicable, and to be attested and sealed with the Seal of the Corporation, as may be required.

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Property of [Watermark]
County of [Watermark] Office

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PARCELS 1. THE WEST 150 FEET OF THE SOUTH 115 FEET OF BLOCK 2 IN GEORGE W. JOHNSON'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 ACCORDING TO PLAT THEREOF RECORDED MARCH 11, 1908 IN BOOK 92 OF PLATS, PAGE 41 AS DOCUMENT NUMBER 4170979, IN COOK COUNTY, ILLINOIS.

PARCELS 2. THE SOUTH 10 FEET OF LOT 2 OF MENZEL'S RESUBDIVISION OF THE NORTH 120.8 FEET OF THE SOUTH 235.2 FEET OF THE WEST 150 FEET OF BLOCK 2 IN GEORGE W. JOHNSON'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1908 IN BOOK 92 OF PLATS, PAGE 241, AS DOCUMENT NUMBER 4170979, IN COOK COUNTY, ILLINOIS.

PIN 29 31 119 004
29 31 119 014
29 31 119 024

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