

# UNOFFICIAL COPY

97388119

97644996 Page 1 of 7  
2374/0004 25 001 09/03/97 11:50:59  
Cook County Recorder 33.50

REC'D-01 RECORDING  
1997-02-06 09:00:00  
97644996 KB 33.50  
COOK COUNTY RECORDER

Prepared by: GINGER FOARD PEREZ

EASTERN FINANCIAL FEDERAL CREDIT UNION  
MORTGAGE SERVICES DEPT.  
P.O. BOX 629711  
MIAMI, FLORIDA 33162

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 6, 1997  
MICHAEL T HUGHES AND ANNETTE L HUGHES, HIS WIFE, NOT IN TENANCY IN COMMON BUT IN JOINT  
TENANCY WITH RIGHT OF SURVIVORSHP

("Borrower"). This Security Instrument is given to EASTERN FINANCIAL FEDERAL CREDIT UNION

which is organized and existing under the laws of THE UNITED STATES OF AMERICA  
and whose address is 700 S ROYAL POINCIANA BLVD., MIAMI SPRINGS FL 33166

(Lender). Borrower owes Lender the principal sum of

TWENTY THOUSAND DOLLARS AND NO/100

Dollars (U.S. \$ 20,000.00).

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 MAY 15, 2005 144 QU.

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:

THIS MORTGAGE IS BEING RERECORDED TO CORRECT THE MATURITY DATE.

SEE EXHIBIT "A"

S- YES  
P- ?  
N- NO  
M- YES

which has the address of 15565 CALUMET DRIVE

Illinois 60473 Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

Instrument INSTRUMENT Form 3014 9/90

VMP 2006(IL) 0602

(Zip Code)

SOUTH HOLLAND (Street, City),



3350

# UNOFFICIAL COPY

Borrower shall promptly discharge any deficiency left in the lien which may attach prior to this Security instrument, if Lender determines that any part of the Property is subject to a lien which may attach over the instrument of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to another instrument securing all claims and demands, except for enforcement purposes of record, Borrower willfully discharges any deficiency left in the lien which may attach prior to this Security instrument; (b) contains in good faith the lien writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (d) agrees in writing to the payment of the security instrument unless Borrower shall promptly discharge any deficiency left in the lien which may attach prior to this Security instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts verifying the payments. If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, to the instrument provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly these obligations in the manner provided in this instrument, and leasehold payments of ground rents, if any, Borrower shall pay which may attach priority over this Security instrument, and leases and impositions attributable to the property which may attach to the taxes, assessments, charges, fines and impositions attributable to the property paid, to interest due: fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** 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.

**5. 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.

Funds held by Lender, if, under paragraph 2, Lender shall accept or sell the Property, Lender, after 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 received by Lender.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any twelve monthly payments, if Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months.

If the excess Funds in accordance with the requirements of applicable law, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender in connection with this loan, unless otherwise directed, the amount necessary to pay Borrower any interest or dividends held by Lender.

Without charge, in annual accountings of the Funds, showing credits and debits to the Funds and the purpose for which each without charge, and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or dividends on the Funds, used by Lender in connection with this loan, unless Lender pays Borrower to pay a one-time charge for an independent real estate tax reporting service, if any, or a similar service, to Lender in consideration of the Funds held by Lender.

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service, unless Lender is asked by the Escrow Items, unless Lender pays Borrower to pay a one-time charge for an independent real estate tax reporting service, unless Lender is asked by the Escrow Items, unless Lender is asked in his discretion, for holding and applying the Funds, uniformly and systematically paying the escrow account, or

including Lender, if Lender is asked in his discretion, or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items, or otherwise discharge the escrow account.

The Funds shall be held in an escrow, unless deposited by a federal agency, instrumentality, or entity Escrow Items or otherwise in escrow, unless applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future services a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("FESPA"), unless another law applies to the Funds related mortgage loan as a trustee for Borrower's account under the Federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums, "These items are called "Escrow Items," if any; (c) yearly insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the terms on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly insurance premiums, and assessments which may attach priority over this Security instrument as a lien on the Property; (b) yearly leasehold, property taxes under on the day monthly payments are due the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Premium and Interest, Premium and Late Charges, Borrower shall promptly pay when due the premium 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** constitutes a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the entire property covered by this instrument and will defend generally the title to the Property is unencumbered, except for encumbrances of record, Borrower warrants

that and conveys the Property and that the Property is unencumbered, except for encumbrances of record, Borrower waives all of the foregoing is referred to in this Security instrument as the "Property."

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property, all replications and additions shall also be covered by this Security

instrument. All of the foregoing is referred to in this Security instrument as the "Property."

**97644956** Page 2 of 7

# UNOFFICIAL COPY

In this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 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

97388119

Indians

4 10 E 05  
M45677926 9L

# UNOFFICIAL COPY

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by First class mail to the First class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address in the Security instrument, shall be given by delivery or to the Borrower provided for in this Notice to Lender.

4. Notices. Any notice to Borrower delivered by mail to his business address by Borrower or by mailing fee shall be given by First class mail unless applicable law requires otherwise. Any notice to Lender, from the Borrower or by mailing fee shall be given by First class mail unless applicable law requires otherwise. Any notice to Lender shall be given by First class mail to Lender at his business address unless Borrower directs otherwise. Any notice to Lender shall be given by First class mail unless Borrower directs otherwise. Any notice to Lender shall be given by First class mail unless Borrower directs otherwise. Any notice to Lender shall be given by First class mail unless Borrower directs otherwise.

5. 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 shall be reduced by the amount necessary to reduce the charge to the permitted limit, 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 exceed permitted limits will be retained to the permitted limit: and (c) any sums already collected from Borrower which exceed permitted limits will be retained to the permitted limit; and (d) any sums already collected from Borrower which exceed permitted limits will be retained to the permitted limit.

6. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and affirmations of this Security instrument shall bind and benefit the successors and assignees of Lender and Borrower, subject to the provisions of this Security instrument, whether or not they have given notice of such assignments. Lender and Borrower shall be liable to the other for all debts and expenses arising from this Security instrument. Lender and Borrower shall be liable for all debts and expenses arising from this Security instrument. Lender and Borrower shall be liable for all debts and expenses arising from this Security instrument.

7. Borrower Not Released; Forfeiture by Lender Out of Welfare. Extension of the time for payment of such payments. 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.

8. Borrower Not Released; Forfeiture by Lender Out of Welfare. Extension of the time for payment of such payments.

9. Inspection. Lender or his agent may make reasonable entries upon and inspect all premises owned or other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby released and shall be paid to Lender. Borrower notices at the time of or prior to an inspection specifically cause for the inspection.

# UNOFFICIAL COPY

44996 Page 6 of 7

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

[Check applicable box(es)]

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

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

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

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

Witnesses:

PRINTED NAME \_\_\_\_\_

*MICHAEL T. HUGHES*  
MICHAEL T. HUGHES

(Seal)

-Borrower

PRINTED NAME \_\_\_\_\_

*Annette L. Hughes*  
ANNETTE L. HUGHES

(Seal)

-Borrower

STATE OF ILLINOIS,

1. *Patricia D. Miketinac*

that *MICHAEL T. Hughes & ANNETTE L. Hughes*

County ss: *Cook*

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

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
signed and delivered the said instrument *anthony*

Given under my hand and official seal, this *6th*

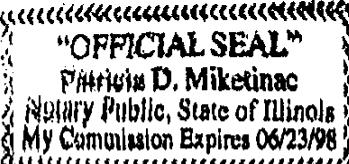
My Commission Expires: *06/23/98*

free and voluntary act, for the uses and purposes therein set forth.

day of *May*

*1997*

*Patricia D. Miketinac*  
Notary Public





Prepared by: GINGER FOARD-PEREZ  
Eastern Financial Federal Credit Union  
700 S. Royal Polycland Boulevard  
Miami Springs, Florida 33166

Exhibit "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN COOK COUNTY, ILLINOIS:

LOT 18 (EXCEPT THE NORTH 15.0 FEET THEREOF) IN HOILAND HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 8, 1968, DOCUMENT NUMBER 2397450, IN COOK COUNTY, ILLINOIS.

PIN# 29-15-100-035C

TITLE NO.  
RECORD AND RETURN TO:  
MIS ABSTRACT AGENCY OF PA. INC.  
1210 NORTHBROOK DR. SUITE 425  
TREVOSE, PA. 19053

97388119

*Annette R. Hughes*  
ANNETTE L HUGHES

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office