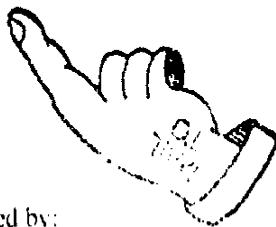


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4606/0031 48 001 1997-12-10 10:39:35
Cook County Recorder 31.50

RECORD AND RETURN TO:
HOME FAMILY MORTGAGE CORP.
1307 BUTTERFIELD RD. SUITE 400
DOWNERS GROVE, IL 60515



Prepared by:

9183302

MORTGAGE

(6)

THIS MORTGAGE ("Security Instrument") is given on December 4, 1997 . The mortgagor is

SCOTT FRANCIS and MARGARET LAUNDRY FRANCIS, HIS WIFE

("Borrower"). This Security Instrument is given to
HOME FAMILY MORTGAGE CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose

address is 1307 BUTTERFIELD RD. SUITE 400, DOWNERS GROVE, IL 60515

"Lender"). Borrower owes Lender the principal sum of
Two Hundred Eight Thousand Five Hundred Dollars and no/100

Dollars (U.S. \$ 208,500.00).

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 January 1 2028 . 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:

THE SOUTH 44 FEET OF THE WEST HALF OF BLOCK 2 IN STEELE'S SUBDIVISION
OF THAT PART OF THE NORTH 13.33 CHAINS OF THE SOUTHEAST QUARTER EAST
OF THATCHER (FOREST) AVENUE AND THAT PART OF THE NORTHEAST QUARTER LYING
EAST OF THATCHER AVENUE AND SOUTH OF CHICAGO AND NORTHWESTERN RAILROAD,
ALL IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PT# 15-11-402-003

(#97-11904 CM 102)

Parcel ID #:

which has the address of 235 THATCHER AVENUE RIVER FOREST [Street, City].
Illinois 60305 [Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 8/96

VMP -2006(IL) 19608

Printed on Recycled Paper

Page 1 of 6

VMP MORTGAGE FORMS • (800)521-7291

Lawyers Title Insurance Corporation



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Borrower shall pay to the Lender promptly any late charges due under the Note. Lender may attach priority over this Security Instrument if Lender determines that any part of the Property is subject to a lien which may attach over this Security Instrument if the Lien; or (c) secures from the holder of the Lien an agreement satisfactory to Lender subordinating the Lien to the enforcement of the Lien; or (d) defers against enforcement of the Lien in the manner acceptable to Lender; (b) contests in good faith the Lien by, or defers against the obligation secured by the Lien in a manner acceptable to Lender; (a) agrees in writing to the payment of the instrument of the Property over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay 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 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this paragraph

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit, adjust to the acquisition or sale Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve months, at 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 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 may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds was made, The Funds are pledged as additional security for all sums secured by this Security Instrument. Lender may not charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which without charge, and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, application of paragraph 8, in lieu of the payment of insurance premiums, the amount of the escrow account under the escrow account, or unless applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such Escrow items. Lender may not charge Borrower for holding and applying the escrow account, or including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the including Lender, if Lender is not such an institution whose deposits are insured by a federal agency, instrumentality, or entity Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future rents or ground rents which may attach priority over this Security Instrument as a lien on the Property, and late charges due under the Note and late charges due under the Note. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, less than a lesser amount, if so, Lender may, at any time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds 1974 as amended from time to time, require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of related mortgage loan may require for Borrower to pay a one-time charge for an independent real estate tax reporting service, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally insured rents or premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." If any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents which may attach priority over this Security Instrument as a lien on the Property, (b) yearly leasehold payments, and assessments which may attach priority over this Security Instrument as a lien on the Property for: (a) yearly taxes Lender on the day monthly payments are due under the Note, until 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 principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 encumbrances of record, Borrower warrants and will defend generally the title to the Property is unencumbered, except for encumbrances of record, Borrower waives

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 replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower waives

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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.

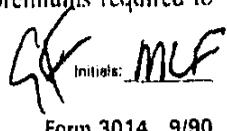
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's 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


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Form 3014 9/90

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it by first class mail unless a applicable law requires use of another method. The notice shall be directed to the Propertry Address at any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. Loan Charges. If the loan secured by this Security instrument is subiect to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of 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 loan charge to the permitted limits; and (b) any sums already collected from Borrower which exceed the charge to the permitted limits, and (c) any sums already collected from Borrower which exceed the permitted limits will be refunded to Lender may choose to make this reduction 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.

make any accommodations with regard to the terms of this Security Instrument or the Note without their power's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-contractants 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 successors and assigns 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 mark a page, (b) is not interested in the terms of this Security instrument, (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or discharge by this Security instrument; and (d) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security instrument.

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 release the liability of the original Borrower or Borrower's successors in interest if Lender has not been paid in full the amounts due under this Security Instrument.

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

In the event of a property loss or damage caused by fire, water, smoke, or other causes, the lessee will be responsible for repairing or replacing the damaged property at his own expense. The lessor will not be liable for any damage or loss sustained by the lessee due to fire, water, smoke, or other causes.

be applied to the sums secured by this Securiry instrument whether or not the sums are then due.

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 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 market value of the Property 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 in undelivered 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 by this Security Instrument, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be applied to the taking in proportion to the amounts of the sums secured by this Security Instrument held by each party to the instrument.

10. Condemnation, Use 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 convenience in lieu of condemnation, are hereby assigned and shall be paid to [redacted]

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Insurable ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

payments may no longer be required, at the option of Lennder, in exchange for immediate coverage (in the event and for the period

be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Losses reserved

one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to cover the principal balance of the mortgage.

obtain coverage subsequently applied 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.

19. Հայության առաջնահարցը կազմությունը պատճենաբանությունը կազմությունը պատճենաբանությունը

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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 boxes.]

- 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:

Margaret Laundry Francis (Seal)
MARGARET LAUNDRY FRANCIS, HIS WIFE

(Seal)

(Seal)

Borrower

Scott Francis (Seal)
SCOTT FRANCIS

(Seal)
Borrower

(Seal)

Borrower

STATE OF ILLINOIS,
I, THE UNDERSIGNED
that

DuPage County ss:
, a Notary Public in and for said county and state do hereby certify

SCOTT FRANCIS and MARGARET LAUNDRY FRANCIS, HIS WIFE

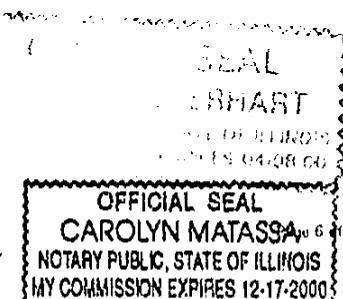
, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

4th day of December, 1997.

My Commission Expires:

Judy M. Elshart
Notary Public



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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

As used in this paragraph 2D, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 2D, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

residential uses and to maintainance of the Property.

20. Hazarous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not violate any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

19. **Sale of Notes; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as 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 or this Security instrument. There also may be one or more changes of the Loan Servicer prior to the Note and this Security instrument. The notice will also contain addresses of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other given written notice of the change in accordance with paragraph 14 above, and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Remonstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remonstration) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays under all sums which then would be due under this Note as if no acceleration had occurred; (b) pays all expenses of any other covenants of agreements (c) pays all expenses incurred in enforcing this Security Instrument, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Interest remains valid and enforceable.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, 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

15. Governing law: This Security Instrument shall be governed by the law of the state in which the Property is located. In the event that any provision of this Security Instrument or clause of 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.

Leender's address stated herein or any other address Leender designates by notice to Borrower. Any notice provided for in this Leender's address shall be deemed to have been given to Borrower or Leender when given as provided in this paragraph.