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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 3rd day of December, 1997. The mortgagors are Brian K. Hughes and Danielle Y. Hughes ("Borrower"). This Security Instrument is given to James VanSwol and Mary VanSwol and whose address is 22831 Millard, Richton Park, Illinois 60471 ("Lenders"). Borrower owes Lenders the principal sum of TEN THOUSAND and NO/100THS DOLLARS (U.S. \$10,000.00). This debt is evidenced by Borrower's note ("Note") dated the same date as this Security Instrument, which provides for payment as follows: the entire Principal Amount of this loan and all accrued interest from December 3, 1997 shall be paid to Lenders in equal monthly installments of \$177.78, which includes principal and interest, beginning on January 3, 1998, and each consecutive month thereafter through December 3, 2003. This Security Instrument secures to Lenders: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 5 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 Lenders the following described property located in Cook County, Illinois:

Lot 44 in Feathercreek, being a subdivision of part of the West 1/2 of Section 16, Township 35 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded June 2, 1993 as Document Number 93413547, in Cook County, Illinois.

Permanent Index Number: 31-16-311-011-0000

DEPT-01 RECORDING 931.50
 T#0007 TRAN 0705 12/12/97 10:31:00
 #1235 + CG #-97-437611
 COOK COUNTY RECORDER

which has the address of ("Property Address"): 267 Central, Matteson, Illinois 60443

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges.

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

SAS A DIVISION OF INTERCOUNTY TITLE

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2. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument. Borrower shall pay them on time directly to the person owed payment.

3. **Hazard 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 for which Lenders require insurance. This insurance shall be maintained in the amounts and for the periods that Lenders require. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lenders' approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lenders, shall name Lenders as additional insured, and Lenders shall have the right to hold the policies and renewals. If Lenders require, Borrower shall promptly give to Lenders all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lenders.

4. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.

5. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lenders' rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lenders may do and pay for whatever is necessary to protect the value of the Property and Lenders' rights in the Property. Lenders' 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 Lenders may take action under this paragraph 5, Lenders do not have to do so.

Any amounts disbursed by Lenders under this paragraph 5 shall become an additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lenders 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.

6. **Inspection.** Lenders or its agent may make reasonable entries upon and inspections of the Property. Lenders shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. **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 Lenders.

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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, unless Borrower and Lenders 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.

If the Property is abandoned by Borrower, or it, after notice by Lenders to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lenders within 30 days after the date the notice is given, Lenders are 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 Lenders 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 paragraph 1 or change the amount of such payments.

8. 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 Lenders to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lenders 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 Lenders in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. 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 limits will be refunded to Borrower. Lenders 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.

10. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 Lenders. Any notice to Lenders shall be given by first class mail to Lenders' address stated herein or any other address Lenders designate by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lenders when given as provided in this paragraph.

11. Governing Law; Severability. This Security Instrument shall be governed by

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

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

13. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lenders' prior written consent, Lenders may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If Lenders exercise this option, Lenders shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lenders may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

14. Acceleration: Remedies. Lenders 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 13 unless 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. If the default is not cured on or before the date specified in the notice, Lenders 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. Lenders shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 14, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Brian Hughes
Brian K. Hughes

Danielle Y. Hughes
Danielle Y. Hughes

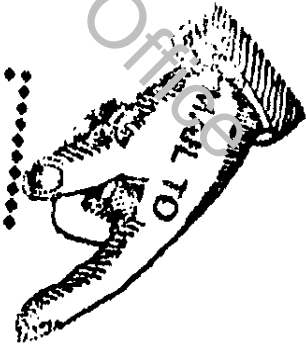
STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that Brian K. Hughes and Danielle Y. Hughes, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered said instrument as their free and voluntary act for the purposes and uses therein set forth.

Witness my hand and official seal this 5 day of December, 1997.

Doreen Starks
NOTARY PUBLIC

"OFFICIAL SEAL"
THERESE MARK
NOTARY PUBL. STATE OF ILLINOIS
My Commission Expires June 20, 2001



This instrument was prepared by:
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