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97010034

RECORD AND RETURN TO:
PREFERRED FINANCIAL MORTGAGE
SERVICES, INC.
312 WAUKEGAN ROAD-SUITE C
GLENVIEW, ILLINOIS 60025

DEPT-01 RECORDING \$33.50
T60011 TRAN 4931 01/06/97 13:53:00
49333 : KF *-97-010034
COOK COUNTY RECORDER

Prepared by:
ELIZABETH KELLER
GLENVIEW, IL 60025

960127945

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 27, 1996
TIMOTHY G. HUBBARD
AND JAYNE M. HUBBARD, HUSBAND AND WIFE
JAMIE MR. PH.

The mortgagor is

("Borrower"). This Security Instrument is given to
PREFERRED FINANCIAL MORTGAGE SERVICES, INC.,

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 312 WAUKEGAN ROAD-SUITE C

GLENVIEW, ILLINOIS 60025 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED SEVENTY EIGHT THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 178,500.00).

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, 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:

THAT PART OF LOTS 23 AND 24 WHICH LIES SOUTHEASTERLY OF A LINE DRAWN
FOR A POINT ON THE EAST LINE OF SAID LOT 24, 29.5 FEET NORTH OF THE
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

09-12-108-033

4208899923 18f.2

Parcel ID #:

which has the address of 2520 PICK LANE, GLENVIEW
Illinois 60025

(Street, City).

[Zip Code] ("Property Address");

ILLINOIS-Single Family-PNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 D/90
Amended 8/98
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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) consents in good faith the lien against his property is transferred to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender upon mailing the instrument of the lien to Lender.

4. Charges: Lenes, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may arise prior to the Secuity instrument, and thereafter pay amounts of 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 Lenor notices of amounts due under this paragraph.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by [Creditor] under Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraphs third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums received by the Security Instrument, Lender will 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, and until the amount received by

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Borrower for the excess funds in accordance with the requirements of applicable law; if the amount of the Funds held by Leander at any time is not sufficient to pay the accrued interest on the principal due, Leander may so notify Borrower in writing, and, in such case Borrower shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after a notice of such deficiency is given to Leander.

The Funds shall be held in an account in accordance with the applicable law.
 Escrow items, Lender is such an institution whose deposits are insured by a general agency, insuring nationally, or similarly
 includings Lender, if Lender is not chargeable for holding and applying the Funds, usually insuring the escrow account, or
 Escrow items, Lender may not charge Federally Home Loan Bank, Lender shall apply the Funds to pay the
 vertically listing the Escrow items, unless Lender retains the Funds and applies them to make such a charge.
 However, Lender may require Borrower to pay a one-time charge for an independent real estate service
 used by Lender in connection with this loan, unless applicable law provides otherwise, unless it is made or
 applied to the requirements of the Funds, however any interest or earnings on the Funds,
 power and Lender may agree in writing, however, that Lender shall be paid on the Funds, Lender shall give to Borrower,
 without charge, an annual accounting of the Funds, showing details and debts to the Funds and the purpose for which each
 detail to the Funds was made. The Funds are pledged as additional security, for all sums secured by the Funds.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future

1. Payment of principal and interest; Prepayment charges. 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. Prepayment shall promptly pay which due date the

2. Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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 and assessments which may affect property over this Sectionally instrument as a loan on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly road insurance premiums; (e) yearly automobile insurance premiums; (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 "Borrower's taxes".

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a holder for a federally related mortgage loan may require for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"). Unless another law has applied to the Funds held a longer amount of time, all funds held by Lender are held in an amount not to exceed the amount due the Note.

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

THIS SECURITY INSTRUMENT COMBINES NATIONAL COVENANTS FOR NATIONAL USE AND NON-UNIFORM COVENANTS WITH LIMITED SECURITY TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

BORROWER COVENANT is that Borrower is lawfully issued or the estate hereby conveyed and has the right to mortgage.

EXCERPT FROM THE IMPROVEMENTS AND ADDITIONS AGREEMENT

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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, 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 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 such 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.

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

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8. Mortgage insurance, if Lender requires 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. Borrower shall pay the premiums required to

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 regarding

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants, or if agreements contained in this Security Instrument, or if 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 proceed with whatever is necessary to protect his property over and above what is provided in the instrument.

6. Occupancy, Pre-emption, Leasehold, and Protection of the Property; Borrower's Loan Application; Lienholders.
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 to a written, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control. Borrower shall not 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 judgment could result in forfeiture of the Property or otherwise impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and remove, as provided in paragraph 18, by causing the action or proceeding to be dismissed within a reasonable time period.

Unless I, under and Borrower, otherwise agree in writing, any application of proceeds to principal shall not exceed or under prior to the acquisition of the property 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 received by him security instrument immediately prior to the acquisition.

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 amount 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 he insures his collateral to satisfy a claim, then Lender may collect such insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay amounts secured by this security instrument when the notice is given.

All insurance policies and renewals shall be acceptable to Landlord and shall include a standard mortgage clause. Landlord shall have the right to hold the policies and renewals. If Landlord receives prompt notice to the insurance carrier and Landlord shall provide proof of loss if not made promptly by Borrower.

3. Standard of 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 hazard, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods specified in the policy, for which hazards included within the term "extended coverage". And any other hazard, including

This Secrecy Instrument, Under my Give Power to Deny the Right of Notice of the Actions set forth above within 10 days of the Giving of notice.

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

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 it is sold or transferred (or if a beneficial 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 of this Security Instrument.

If Lender exercises this option, Lender 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, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. 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 reinstatement) 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 Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; 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. If there is a change of the Loan Servicer, Borrower will be 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.

20. Hazardous 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 do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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 Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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NOTARY PUBLIC STATE OF ILLINOIS
JULIANNE M. BASSETT
OFFICIAL SEAL
MY CO. INC. MyCo, Inc. Member #0/2000
DHS 10/94

My Collection Expires:

Given under my hand and official seal, this 27th day of February, 1996
Signed and delivered the said instrument as THE FEE free and voluntary act, for the uses and purposes herein set forth.
Subscribed to this foregoing instrument, appeared before me this day in person, and acknowledged that THEY
Personally known to me to be the same person(s) whose name(s)

TIMOTHY G. HUBBARD AND BETTY A. HUBBARD, HUSBAND AND WIFE
JAMES C. HUBBARD, HUSBAND AND WIFE

a Notary Public in and for said county and shall do hereby certify
Counties ss.

STATE OF ILLINOIS. COOK
1. - *The undivided*
that

JAMIE M. HUBBARD
44141/M/HUBBARD
-Borrower
(Seal) _____

TIMOTHY G. HUBBARD
-Borrower
(S/C)

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

<input type="checkbox"/> VA Rider	<input type="checkbox"/> Ballroom Rider	<input type="checkbox"/> Graduated Beginner Rider	<input type="checkbox"/> Advanced Beginner Rider
<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Race Improvement Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Other(s) [Specify]			

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

Without charge to Borrower, Borrower shall pay any recouperation costs.

21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

22, Releasee, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

(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 sum
 accrued by this Security Instrument, accelerate by judicial proceeding and sale of the Property. The notice shall further
 inform Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the
 non-default of any other defaulter or any other defaulter to recoverer to accelerate or to foreclose. If the defaulter 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
 accrued by this Security Instrument without further demand and may foreclose this Security Instrument by suit
 proceeded by Lender to collect all damages incurred in pursuing the remedies provided in this instrument.

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RIDER - LEGAL DESCRIPTION

THAT PART OF LOTS 23 AND 24 WHICH LIES SOUTHEASTERLY OF A LINE DRAWN FOR A POINT ON THE EAST LINE OF SAID LOT 24, 29.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 24, TO A POINT ON THE WESTERLY LINE OF SAID LOT 23, 17.5 FEET SOUTHERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 23 IN FIRST ADDITION TO CENTRAL PARK WEST, A SUBDIVISION OF PART OF FRACTIONAL NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

09-12-108-033

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