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97040504

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
4242 N. Harlem Avenue
Norr ridge, IL 60634

AP# WILLI, M5386217
LN# 5386217

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DEPT-01 RECORDING \$37.50
T40014 TRAN 0608 01/21/97 09:52:00
\$7983 + JW *-97-040504
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 6, 1996. The mortgagor is MICHAEL J. WILLIAMSON and SUSAN M. WILLIAMSON, HUSBAND and WIFE

V

(Borrower). This Security Instrument is given to Hinsdale Bank & Trust Co

existing under the laws of ILLINOIS, which is organized and
25 E First Street, Hinsdale, IL 60521, and whose address is

(Lender). Borrower owes Lender the principal sum of One Hundred Seventy Thousand Dollars
and no/100 Dollars

(U.S. \$ 170,000.00). 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 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:

** SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF **

51474769 DS

INTERCOUNTY TITLE

which has the address of

5929 N LOUISE
[STREET]

CHICAGO
[CITY]

Illinois 60646 [ZIP CODE]

(Property Address):

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

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FORM 301A 9/90

ILLINOIS-SINGLE FAMILY-FINMA/FILMIC UNIFORM INSTRUMENT
PAGE 2 OF 8
15C/CMDTL//DBSA/3014(0990)-L

TOGETHER WITH all the improvements now or hereafter erected on 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 appurtenances, and features now or hereafter a part of the property. All improvements and addititons shall be covered by this property.

BORROWER COVENANTS that Borrower is lawfully seized of the property, and all easements, high to mortgagee, grant and convey the property and that the estate hereby conveyed comverged and has the combinations and demands, subject to any encumbrances and will defend generally the title to the property is unencumbered, except for charges and liens for national use and non-uniform contracts with limited variances by jurisdiction to constitute a uniform security instrument covering real property.

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

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Upon payment in full of all sums secured by this Security Instrument, Lender shall 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 against the sums secured by this Security Instrument.

3. 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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or 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 Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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 failed 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.

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Property: Under or its agent may make reasonable entries upon and inspections of the premises for the purpose of ascertaining the condition of the property at the time of or prior to an inspection specifying reasonable cause for the inspection.

3. Mortgagee 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 company required by Lender imposes or proposes to be in effect, Borrower shall pay the premiums required; or obtain coverage substantially equidistant 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 alternative insurance company which is not available. Borrower shall pay to Lender a subsistence premium monthly in addition to the yearly mortgage insurance fee, plus any additional premium paid by Lender for subsistence coverage in sum equal to one-twelfth of the yearly mortgage insurance fee, plus any additional premium paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will collect, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, if the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by Lender under agreement becomes available. In this event, Lender shall pay the premiums required to maintain mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Interest until paid in full.

7. Protection of Leander's Property. If Borrower fails to perform the covenants and agreements contained in this S^tatum, L^t instrument, or there is a legal proceeding that may significantly affect Leander'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 reasonable attorney's fees and attorneying on the property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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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 sum, secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make 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.

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21. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, storage, or transportation of any hazardous substances on or in the property that is in violation of any environmental laws. The preceding two clauses to do, anything affecting the property that is in violation of any environmental laws to do, anything affecting the property that is in violation of any environmental laws, nor allow anyone

18. **Sale of Note; Change of Lender Servicer.** The Notes or a partial interest in the Notes (together with such Security Instrument) may be sold one or more times without prior notice to Gwinamer. A sale may result in a change in the entity (known as the "Lender Servicer") that collects monthly payments due under the Note and the Security Instrument. There also may be one or more changes of the Lender Servicer during the term of the Note. If there is a change in the Lender Servicer, the new Lender Servicer and the address of the new Lender Servicer and the address to which payments should be made. The notices will also contain any other information required by applicable law.

11. Borrower's Right to Retainees. If Lender ever 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 entitling Secured Lender to all sums which then would be due under this Security instrument and the Note as if no note action had occurred; (c) entry of a judgment entitling Secured Lender to all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assume the lien of this Security instrument. Lender's rights in this Security instrument shall remain intact until the earlier of the date of entry of a judgment described in paragraph 11 or the date of entry of a judgment described in paragraph 12.

A Lender exercises this clause, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 15 days from the date the notice is delivered or mailed which provides a period of not less than 15 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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If any part of the Property or any interest in it is sold or transferred in Borrower, if any part of the Property or any interest in it is sold or transferred for a benefit of another person without Lender's prior written consent, Lender may, at its option, require Borrower to pay to it the amount of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender unless it is prohibited by federal law as of the date of this Security instrument.

41. Notices. Any notice to Botorower provided for in this Security instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notices shall be delivered to the Property address or by first class mail unless otherwise specified in this Security instrument. The notices shall be delivered to Botorower or by first class mail by the date specified in the notice. Any notice given by Botorower or by first class mail shall be deemed to have been given to Botorower or Lender when given as provided in this paragraph.

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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 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/box]

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] _____ | <input type="checkbox"/> IHDA Rider | |

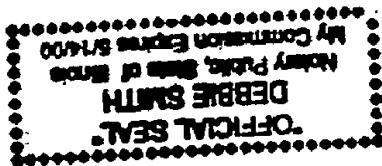
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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT



Address: 422 N. Hartem Avenue
Morr ridge, IL 60634
This instrument was prepared by: MOLLY Dornbusch

Notary Public

Molly Dornbusch

My commission expires:

Given under my hand and official seal, this 6th day of December, 1996.

I, MICHAEL J. WILLIAMS and SUSAN M. WILLIAMS, personally known to me to be the same person(s), whose name(s) are 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.

STATE OF ILLINOIS : CO. :
MICHAEL J. WILLIAMS and SUSAN M. WILLIAMS
I, the undersigned, a Notary Public in and for said county and state do hereby certify that
County seal:

[Space Below This Line for Acknowledgment]

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

SUSAN M. WILLIAMS
-BORROWER
(SEAL)

MICHAEL J. WILLIAMS
-BORROWER
(SEAL)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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File S1474769 - Legal Addendum

LEGAL: LOT 1 IN THE RESUBDIVISION OF LOTS 30 AND 31 OF EDGEBROOK PARK, ALSO OF LOTS 32 TO 55 BOTH INCLUSIVE, LOT 131 OF EDGEBROOK PARK FIRST ADDITION, BEING A SUBDIVISION OF PARTS OF LOT 4 OF ASSESSOR'S DIVISION OF LOT 2 IN BILLY CALDWELL'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO OF THE VACATED ALLEY LYING BETWEEN SAID LOTS 30 TO 40 BOTH INCLUSIVE, AND LOTS 46, 47, 48 AND 49 ALSO THE VACATED STREET LYING BETWEEN SAID LOT 131 AND THE SAID LOTS 41 TO 55 BOTH INCLUSIVE ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1941 AS DOCUMENT NUMBER 12759057, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5929 N LOUISE
CHICAGO, IL 60646

PIN: 13-04-416-066-0000

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