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1998-05-18 09:08:50
FBI - Chicago Laboratory

Loan #: 7810055580
After Recording Return To:
Prepared By:
AmBanc Mortgage, Inc
4937 West Foster Avenue
Chicago, IL 60630

{Space Above This Line For Recording Date}

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 8, 1998.
98-05-058

The mortgagor is John R. Beyer and Cynthia A. Beyer, husband and wife ("Borrower"). This Security Instrument is given to AmBanc Mortgage, Inc., which is organized and existing under the laws of Illinois, and whose address is 4937 West Foster Avenue, Chicago, IL 60630 ("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy Thousand Fifty and no/100 Dollars (U.S. \$170,050.00). 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 June 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:

LOT 5 IN FIRST ADDITION TO COUNTRY CLUB GARDEN HOMES, A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREON RECORDED AS DOCUMENT 15506933, IN COOK COUNTY, ILLINOIS.
PIN 04-34-414-029

which has the address of 2444 Central Road, Glenview, Illinois 60025
("Property Address")

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BOX 333-CTI

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Document copies the

Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including
5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

safely the lessor or take one of more of the actions set forth above within 10 days of the giving of notice.
may retain priority over this Security Instrument, Lender may give Borrower a notice terminating the lease. Borrower shall
abandoning the lessor to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which
prevail the enforcement of the lessor by, or defends against enforcement of the lessor in, legal proceedings which in the Lender's opinion operate to
fifth the lessor by, or the lessor in a manner acceptable to Lender; (b) certifies in good
agrees in writing to the payment of the obligation secured by the lessor in the Note; (c) certifies to the lessor

Borrower shall promptly discharge any lessor which has priority over this Security Instrument unless Borrower (a)
evidencing the payments. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts
under this paragraph. If Borrower makes these payments directly, Borrower shall pay amounts to be paid
on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of accounts to him
shall pay these obligations in the manner provided in paragraph 2, or if it is not paid in that manner, Borrower shall pay him
Property which may attain priority over this Security Instrument, and escalation payments or ground rents, if any. Borrower
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and judgments attributable to the
paragraph 2; third, to interest due fourth, to principal due; and last, to any late charges due under the Note.

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
the Note; held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition of
funds held by Lender, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums
due of the Property, shall apply any funds held by Lender at the time of acquisition or sell the Property, Lender prior to the acquisition of
funds held by Lender, unless applicable law provides otherwise, all payments shall promptly refund to Borrower any
upon payment in full of all sums secured by this Security Instrument.

If the excess funds held by Lender exceed the amounts payable under the Note, Lender shall account to
Lender for any time is not sufficient to pay the escrow items when due, Lender may so notify Borrower in writing, and,
such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the
Lender in no more than twelve months, unless Lender holds funds held by Lender as sole insurance.

If the funds held by Lender exceed the amounts payable under the Note, Lender shall account to
Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose
of the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the funds. Lender shall give
on the funds made or applicable law requires to be paid, Lender shall not be required to pay Borrower any interest or amounts
is made or applicable law requires to be paid, unless applicable law provides otherwise; unless an agreement
reporting service used by Lender in connection with this loan, unless applicable law provides otherwise; unless
to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate
account, or verifying title to the escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender
pay the escrow items. Lender may not charge Borrower for holding and applying the funds, unconditionally mandating the funds to
including Lender, if Lender is such an institution, or in any Federal Home Loan Bank. Lender shall apply the funds to
The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity
Securities instrument.

estimates of expenditures of future escrow items or otherwise in accordance with applicable law.
that applies to the funds sets a lesser amount. If so, Lender may estimate the amount of funds due on the basis of current data and reasonable
exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonable
a lender for a federally related mortgage loan may require funds in an amount not to exceed the maximum amount
called "escrow items". Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount
accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are
premiums, if any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in
taxes and assessments which may affect property covered by the Note as paid in full, a sum ("funds") for (a) yearly leasehold
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
2. Funds for Taxes and Insurance, subject to applicable law and insurance and late charges due under the Note.

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 Charge. Borrower shall promptly pay when due the

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

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

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Document type: Deed of trust

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in this paragraph.

provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this class until to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice property address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first mailing it by first class mail unless applicable law requires otherwise. The notice shall be delivered to the Lender. Any notice to Lender to deliver to this Security instrument shall be given by delivery to the Lender in accordance with the provisions of this Note.

any preparation clause under the Note.

a direct payment to Borrower, if a refund reaches premises, the reduction will be treated as a partial prepayment without regard to the Note or by making a choice to make this refund by reducing the principal owed under the Note or by reducing the charge to the permitted limit, and (b) any sums already collected from Borrower which exceed permitted amounts will be reduced the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and then law is fully interpreted so that the interest or other loan charges collected or to be collected in connection with the loan instrument is subject to a law which sets maximum amount of the note or the note's maximum amount of the note.

13. **Loan Charge.** If the loan secured by this Security instrument is subject to a law which sets maximum amount of the note or makes any acceleration without regard to the terms of this Security instrument or the Note without giving notice received by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's interest in the property under the terms of this Security instrument; (d) is not personally obligated to pay the instrument but does not exceed the Note; (e) is co-signing this Security instrument only to mortgage, print and convey this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower who go signs this Security instrument 17. Borrower's covenants and guarantees shall be joint and several and shall be governed by the provisions of this paragraph instrument shall not operate to release the sums secured by this Security instrument or any successor to Lender in interest of Borrower's successors in interest. Any notice in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Borrower Not Held to Recourse by Lender Not a Waiver. Extension of the time for payment of principal or possible late date of the monthly payments referred to in paragraphs 1 and 2 of this instrument of payment, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security instrument whether or not due.

is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of repair of the property make an award or settle a claim for damages Borrower fails to respond to Lender within 30 days after the date the condominium offers to the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium fee then due.

of otherwise providers, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums accrued immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law property in which the fair market value of the property immediately before the taking is less than the amount of the sums property immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the fractions (a) the total amount of the sums secured immediately before the taking, divided by (b) the following sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following which the fair market value of the property immediately before the taking, unless Borrower and Lender otherwise agree in writing instrument, whether or not due, with any excess paid to Borrower, in the event of a partial taking of the property in and shall be paid to Lender.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other takings of any part of the property, or for conveyance in lieu of condominium, are hereby assigned and Lender shall be paid to Lender.

9. **Lienposition.** Lender or its agent may make reasonable entries upon and inspectors of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

coverage based on the amount and for the period that Lender requires, at the option of Lender, to mortgage insurance a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes coverage insurance, loss reserve payments may no longer be required, at the option of Lender, to mortgage insurance and Lender of applicable law.

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to remitiate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other instrument, foreclose by judicial proceeding and sale of the property. The notice shall further inform borrower of the rights and the details on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument 30 days from the date the notice is given to Borrower, by which time the default must be cured; and (d) the failure to pay provisions with 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 action required to cure the default; (d) the failure to pay provisions of applicable law.

21. Acceleration; Remedies. Lender shall further covenant under paragraph 17 unless applicable law provides otherwise.

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

22. INJUNCTION. relative to health, safety or environmental protection.

in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that prohibit pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials by Environmental Law and the following substances: asbestos, mercury, other flameable or toxic products, toxic wastes and hazardous substances.

As used in this paragraph 22, "hazardous substances" are those substances defined as toxic or hazardous substances prohibited by all necessary remedial actions in accordance with Environmental Law.

Borrower shall remove or alter contamination of any hazardous substance affecting the property as necessary. Borrower shall

any removal of which Borrower has actual knowledge; if Borrower learns, or is notified by any government or regulatory authority,

any governmental or regulatory agency or private party involving the property and any hazardous substance or contamination

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by

normal residential uses and to maintenance of the property.

or storage on the property of small quantities of hazardous substances that are generally recognized to be injurious to

property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use,

hazardous substances on or in the property. Borrower shall not do, nor allow anyone else to do, anything affecting the

also contain any other information required by applicable law.

will state the name and address of the new loan servicer and the address to which payments should be made. The notice will

Borrower will be given written notice of the change in ownership with regard to the above and applicable law. The notice

may be one of more changes of the loan servicer unrelated to a sale of the Note. If there is a change of the loan servicer,

known as the "loan servicer", that collects monthly payments due under the Note and this Security instrument. The note also

instruments may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

that holds the note and address of any other information required by applicable law.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note together with this security

right to remitiate shall not apply in the case of acceleration under paragraph 17.

transferred and the obligations secured thereby shall remain fully effective as if no acceleration had occurred. However, this

the same secured by this Security instrument shall continue unchanged. Upon retransfer of this Security instrument by Borrower, this Security

require to assume the note until paid in full, reasonable attorney's fees; and (d) takes such action as Lender may reasonably

instrument, including, but not limited to, reasonable attorney's fees; and (e) pays all expenses incurred in enforeing this Security

(f) causes any default of any other covenant or agreement, (g) pays all expenses incurred in accelerating the Note as if no acceleration occurred;

pays Lender all sums which Lender would be due under this Security instrument and the Note as if no acceleration occurred;

Security instrument, to (d) carry of a judgment entitling this Security instrument. These conditions are that Borrower is in

applicable law may apply for reinstatement; before sale of the property pursuant to my power of sale contained in this

enforeement of this Security instrument in any time prior to the earlier of (a) 5 days for such other period as

18. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security instrument without further notice of demand on Borrower.

this Security instrument if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

of our less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

the date of this Security instrument.

However, Lender, this option shall not be exercised by Lender if exercise is prohibited by federal law as

this Security instrument. Lender may, at his option, require immediate payment in full of all sums secured by

without Lender's prior written consent, Lender may, at his option, sell or transfer and Borrower is not a natural person

in it is sold or transferred for a beneficial interest in Borrower, if all or any part of the property or any interest

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest

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

be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are

irrespective in which the property is located, in the event that any provision 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

irrespective of the location of the property. In the event that any provision of this Security instrument or the Note

is declared to be severable.

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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 a charge to Borrower. Borrower shall pay any recordation costs.

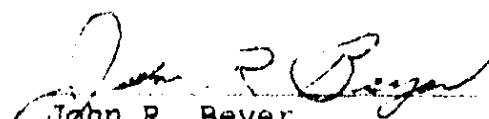
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

- | | | |
|--|---|---|
| <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) | | |

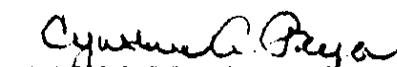
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


John R. Beyer
SSN: 351-42-0578

(Seal)

-Borrower


Cynthia A. Beyer
SSN: 086-44-1998

(Seal)

-Borrower

SS#:

(Seal)

-Borrower

SS#:

(Seal)

-Borrower

(Space Below This Line For Acknowledgement)

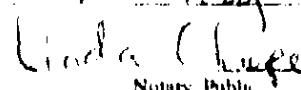
STATE OF ILLINOIS.

Cook County, IL

I, The Undersigned, a Notary Public in and for said county and state, do hereby certify that John R. Beyer and Cynthia A. Beyer, husband and wife, personally known to me to be the same person(s) whose name(s) John R. Beyer 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 8 day of May, 1998.

My Commission expires:


Linda C. Lee
Notary Public