

# UNOFFICIAL COPY

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Great Lakes Business Forms, Inc.

When Recorded, Mail To:  
STANDARD FINANCIAL MORTGAGE CORP  
ATTN: FINAL DOCUMENTS  
813 BURR RIDGE PARKWAY  
BURR RIDGE, IL 60521

186475 Page

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 9TH, 1998  
The mortgagor is PATRICK K HENRY AND MARGARET P HENRY, HIS WIFE

(**Borrower**). This Security Instrument is given to  
STANDARD FINANCIAL MORTGAGE CORPORATION,  
which is organized and existing under the laws of ILLINOIS,  
and whose address is 813 BURR RIDGE PARKWAY, BURR RIDGE, IL 60521

(**Lender**). Borrower owes Lender the principal sum of  
THIRTY FIVE THOUSAND AND NO/100  
Dollars (U.S. \$ 35,000.00). 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  
AUGUST 1ST, 2013. 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 18 IN JOHN J LARMON'S RESUBDIVISION OF PARTS OF LOTS 2, 3, 4, 5,  
6, 18, AND 19, IN J.S. HOVLAND'S SUBDIVISION OF J.S. HOVLAND'S  
103RD STREET SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND  
THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 37  
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

PIN 24-14-103-053-0000

which has the address of 10318 S MILLARD,  
[Street]

CHICAGO  
[City]

Illinois 60655 ("Property Address");  
[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 5476-1-94001  
MFC00001-0395

(Page 1 of 6 pages)

Form 3014-9/90

Great Lakes Business Forms, Inc. ■

To Order Call: 1-800-536-9391 (Fax 616-791-1111)  
71006932

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Form 3014 9/90  
10000939

ACD9011-A295

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacement and additions shall also be covered by this Security instrument.

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

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

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 prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which my attain priority over this Note, until the Note is paid in full, a sum ("Funds") for:

(a) yearly leasehold payments of bonds on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance 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 "Fees", "rents", "liens", "charges" or otherwise in accordance with applicable law.

Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., ("RESPA"), unless another law applies to the Funds as a result of loan may require for Borrowers escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., ("RESPA"), unless another law applies to the Funds as a result of loan may require for Borrowers escrow account under the federal Real

2. **Funds for Taxes and Insurance.** Lender may not charge Borrower for holding the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits

the Escrow items, Lender is such an unusual position or in any Federal Home Loan Bank, Lender shall apply the Funds to pay (including Lender, if Lender held in an individual agency, instrumentality, or entity

The Funds shall be held in an individual agency, instrumentality, or entity separately from otherwise in accordance with applicable law.

of expenditures of future Escrow items, unless to exceed the amount of Funds due on the basis of current data and reasonable estimates to the lesser amount. Lender may estimate the basis of Funds due on the basis of current data and reasonable estimates to the lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

Lender to verify the Escrow items, unless Lender may not charge Borrower interest on the Funds and applicable law permits

the Escrow items, Lender is such an unusual position or in any Federal Home Loan Bank, Lender shall apply the Funds to pay

Borrower for the excess Funds in accordance with this loan, unless applicable law permits a one-time charge for an independent service used by Lender to pay a loan, if the amount of the Funds held by Lender is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing.

If the Funds held by Lender exceed the amounts permitted in the held by applicable law, Lender shall account to this Security instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any sums received by Lender.

Funds held by Lender shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied first, to any 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 this Security instrument shall be applied as follows:

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property to the Lender, to principal, to interest, to any prepayment charges due under the Note.

Paragraph 2, or defined, agrees to secure by the lien in a manner acceptable to Lender; (b) consents in good faith in writing to the payment of the obligation secured by the lien in the manner acceptable to Lender; (c) agrees to provide to prevent the Lender from foreclosing on the property.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees

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 or hereafter erected on the property, for which lender requires insurance, 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 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.

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Form 3024/9/90  
NRC09022

(d) 92-A of 64 pag(s)  
Guru Nanak Dev University Form No. 3024/9/90  
Date 18/06/2014 (9/9/90) Date 16/06/2014 (11/11)

NRC09022 Form 3024/9/90

18. Borrower's Right to Remise. In the event of a partial taking of the Property in instrument, whether or not due, the proceeds shall be applied to the sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Property in instrument, whether or not due, with any excess paid to Borrower. In the event of a partial taking of the Property in instrument, which the fair market value of the Property immediately before the taking is less than the amount of the Property in instrument, whether or not due, the sums secured by this Security instrument shall be reduced by the amount of the Property in instrument, which the fair market value before the taking, unless Borrower and Lender otherwise agree in writing, whichever the case may be.

19. 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.

20. Commencement. 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.

21. Right of First Recovery. If 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, Lender shall have the right to recover such amount from Borrower at any time prior to the date of payment of such amount to Lender.

22. Successors and Assigns; 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 this Security instrument, but does not affect the liability of Lender or Borrower under the Note or any other agreement, and (b) any sums already collected from Borrower which exceed permitted limits will be charged to the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan exceeded the permitted limits, then: (a) any such loan charge shall be given by first class mail to Lender's address stated herein or to any other address designated by notice to Lender. Any notice to Lender shall be deemed to have been given to Borrower when given to Lender or by delivery of a copy of the Note to Borrower at the place of business of Borrower, or by delivery of a copy of the Note to Lender or by delivery of a copy of the Note to Borrower.

23. 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 exceeded the permitted limits, then: (a) any such loan charge shall be given by first class mail to Lender or by delivery of a copy of the Note to Borrower.

24. Borrower Not Required; Forbearance by Lender Not a Waiver. Extension of the time for payment of principal or interest by Lender or Borrower, whether or not due, shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of such payables.

25. Successors and Assigns; 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 this Security instrument, but does not affect the liability of Lender or Borrower under the Note or any other agreement, and (b) any sums already collected from Borrower which exceed permitted limits will be charged to the permitted limit, then: (a) any such loan charge shall be given by first class mail to Lender or by delivery of a copy of the Note to Borrower.

26. Successors and Assigns; 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 this Security instrument, but does not affect the liability of Lender or Borrower under the Note or any other agreement, and (b) any sums already collected from Borrower which exceed permitted limits will be charged to the permitted limit, then: (a) any such loan charge shall be given by first class mail to Lender or by delivery of a copy of the Note to Borrower.

27. Successors and Assigns; 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 this Security instrument, but does not affect the liability of Lender or Borrower under the Note or any other agreement, and (b) any sums already collected from Borrower which exceed permitted limits will be charged to the permitted limit, then: (a) any such loan charge shall be given by first class mail to Lender or by delivery of a copy of the Note to Borrower.

28. Successors and Assigns; 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 this Security instrument, but does not affect the liability of Lender or Borrower under the Note or any other agreement, and (b) any sums already collected from Borrower which exceed permitted limits will be charged to the permitted limit, then: (a) any such loan charge shall be given by first class mail to Lender or by delivery of a copy of the Note to Borrower.

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 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.

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Form 3014 9/90  
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MC09001-03/95

BURR RIDGE, IL 60521

(Address) 800 BURR RIDGE PARKWAY,

(Name) STANDARD FINANCIAL MORTGAGE CORPORATION,

1131

10-0-44 (31) 1-800-543-9393 D-616-791-1131

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Page 6 of 6 pages

Form 3014 9/90

This instrument was prepared by  
NOTARY PUBLIC

MY COMMISSION EXPIRES 2/9/2002

1. KRISTINE AMENDA

OFFICIAL SEAL

My Commission expires

Given under my hand and official seal, this

4

day of July 1998

for the

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

do hereby certify that

I, KRISTINE AMENDA, Notary Public in and for said county and state,  
a Notary Public in and for said county and state,

WILLIAM MARKET P HENRY

STATE OF ILLINOIS.

Witness:  
Borrower  
(Seal)

Witness:  
Borrower  
(Seal)

PATRICK K HENRY  
Borrower  
(Seal)

Witness:

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in pages 1 through 6 of this  
Security instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [Specify]

[Check applicable box(es)]

Supplement to the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.  
This Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement 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 this Security instrument as if the rider(s) were a part of this Security instrument.

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 this Security instrument as if the rider(s) were a part of this Security instrument.

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider

- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider

[Check applicable box(es)]