

UNOFFICIAL COPY P8826863

FNMA/FREDDIE MAC

9967/0057 16 001 Page 1 of 6
1998-09-16 11:43:46
Cook County Recorder 31.50

MORTGAGE

ILLINOIS

(3014)

Wolf Financial Resources, Inc.
2115 Butterfield Road-Suite 103
Oak Brook, Illinois 60523

The above space is for the recorder's use only

THIS MORTGAGE ("Security Instrument") is given on April, 3rd, 1998. The mortgagor is Bruce Harder, ("Borrower"). This Security Instrument is given to Wolf Financial Resources, Inc., which is organized and existing under the laws of State of Illinois, and whose address is 2115 Butterfield Rd., Oakbrook Ill. ("Lender"). Borrower owes Lender the principal sum of Eight thousand two hundred ten and no/108 dollars (U.S. \$ 8210.00). 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 30 days upon completion. 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 City of Chicago, Cook County, Illinois:

The North half of Lot 10 in Block 3 in L. W. Peck's Subdivision of the Southeast quarter of the Southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 20-21-318-032

which has the address of 6946 S. Normad,
[Street]
Illinois 60621,
[Zip Code] ("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.

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

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6 pages)

UNOFFICIAL COPY

5. Standard of Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property measured 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 unreasonable without Lender's written notice to 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.

4. **Chargers; taxes.** Borrower shall pay all taxes, assessments, charges, costs, and impositions arbitrable to the People which may affect this Security instrument, and leasehold payments or ground rents, if any. Borrower agrees, without priority over this Security instrument, to assessments, charges, costs, and impositions arbitrable to the People which may affect 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 due time, Borrower shall pay them shall pay 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

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 any amounts payable under paragraph 2, 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 secured by this Security Instrument, Lender shall promptly refund to Borrower funds held by Lender under paragraph 2), Lender shall deliver or sell the Property, Lender, prior to the redemption of the Property, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sum secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the applicable laws of application, if the amount of the Funds held by Lender in any time is not sufficient to pay the Extraordinary items when due; Lender may notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to settle up the deficiency. Borrower shall make up the deficiency in no more than twelve months following notice of deficiency, at Lender's sole discretion.

1. **By means of Prepaid and Interests; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the Note and any prepayment and late charges due under the Note. The principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note shall be paid at the office of a written waiver by Lender, Borrower shall pay to Lender on the day when, payments are due under the Note, until the Note is paid in full, a sum ("Funds") for funds for taxes and assessments which may then prevail over this Security instrument as a lien on the Property; (d) Geared Leasedhold payments or ground rents on the Property; (ii) any Geared Leasedhold of property insurance premiums; (iii) Geared Leasedhold insurance premiums; (iv) any Geared Leasedhold insurance premiums, if any; (v) Geared Leasedhold insurance premiums, if any; (vi) Geared Leasedhold insurance premiums, if any; and (v) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called "Fees and Costs".

2. **Funds for Taxes and Insurance.** Subject to applicable law to a written waiver by Lender, Borrower shall pay to Lender on the day when, payments are due under the Note, until the Note is paid in full, a sum ("Funds") for funds for taxes and assessments which may then prevail over this Security instrument as a lien on the Property; (d) Geared Leasedhold payments or ground rents on the Property; (ii) any Geared Leasedhold of property insurance premiums; (iii) Geared Leasedhold insurance premiums; (iv) any Geared Leasedhold insurance premiums, if any; (v) Geared Leasedhold insurance premiums, if any; (vi) Geared Leasedhold insurance premiums, if any; and (v) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called "Fees and Costs".

DEFINITION OF CONVENANT—Definitions and Leader's Convenant and agree as follows:

9826863

UNOFFICIAL COPY

98826863

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.

UNOFFICIAL COPY

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

15. **Challenging Law; Securability.** 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 of this Security instrument 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. If a provision of this Note is held invalid or unenforceable, it will not affect the validity of the other provisions of this Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by mail to Lender's address set forth below.

13. **Term Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and such law is found by interpretation so that the interest of other loans charged, shall be called for in connection with the loan exceed the permitted limits, then, (a) any such loan charge shall be reduced by the amount necessary to reduce such the loan charged the permitted limits, and (b) any such loan charge shall be reduced 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 a reduction in the principal. If a refund reduces principal, the reduction will be treated as a partial prepayment without a reduction in the principal.

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 successors and assigns shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Security instrument, and (a) agrees that Lender and any other Borrower may agree to extend, modify, amend or alter by this Security instrument; and (b) agrees that the terms of this Security instrument or the Note without due Borrower's knowledge or consent, if such action does not affect the rights of the Noteholder.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the nonentity payables referred to in paragraphs 1 and 2 or change the amount of such payables.

11. Borrower And Recreditor: Borrower And A Writter, Extension Of The Time For Payment Or Modification Of Amendment Of The Terms And Conditions Payables Preferred To In Paragraphs 1 And 2 Or Change The Amount Of Such Payables.

12. Lender And Borrower And Recreditor Agree In Writing, Any Application Of Proceeds To Principal Shall Not Extend A Writter Or Borrower And Recreditor Of Any Right Of Remedy.

10. **Comdemnation.** 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 [entity].

9. Inspection. Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

982683

UNOFFICIAL COPY

98826863

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 to 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.

UNOFFICIAL COPY

Form 301A Page 10 of 10

98936863

subscribed to the foregoing instrument, appeared before me this day a person, and acknowledged that he had delivered the said instrument to John H. Miller, free and voluntarily act, for the uses and purposes herein signed and delivered the said instrument to John H. Miller.

Mr/Mrs/Miss/Ms _____ personally known to me to be the same person(s) whose name(s) _____

a Notary Public in and for said County and State.

Country

STATE OF ILLINOIS.

Social Security Number <i>Holday</i>	Social Security Number <i>Holday</i>
To Native Homestead <i>(See)</i>	To Native Homestead <i>(See)</i>
Borrower	

X. House Ready
.....(Seal).....Borrower

Please read the terms and conditions contained in this Security Instruction.

- I-4 Family Rider
- Multi Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Reverse Mortgage Rider

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 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.