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2445/0021 30 001 Page 1 of 7
1998-10-21 08:26:31
Cook County Recorder 33.00

M&I Mortgage Corp.
ATTN: Final Documentation Dept.
P.O. Box 478
Milwaukee, WI 53201-0478
Prepared by:
Scott T. Happ, President and CEO cmb

981D0631

77645-282

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 16 1998. The mortgagor is Craig A Hearne and Loretta A Hearne, husband and wife, as joint tenants

("Borrower"). This Security Instrument is given to M&I Park FSB

which is organized and existing under the laws of State of Illinois, and whose address is 7151 W. 159th Street Tinley Park, IL 60477

(Lender). Borrower owes Lender the principal sum of Twenty Thousand and no/100 Dollars (U.S. \$ 20,000.00).

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 November 1 2003. 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:

ATTACH LEGAL HERE

THIS MORTGAGE IS SUBJECT TO AND SUBORDINATE TO THE M&I BANK MORTGAGE DATED OCTOBER 16, 1998 IN THE AMOUNT OF \$227,150.00 and RECORDED AS DOCUMENT

98942979

Parcel ID #: 22-27-300-037-0000

which has the address of 12520 Archer Ave, Lemont

(Street, City).

Illinois 60439

[Zip Code] ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 8/96

VMP DR(IL) (8608) D1

Page 1 of 8

VMP MORTGAGE FORMS - 18001521-7291

7375157 HEARNE, C.

3014.FRM (4/97)



BOX 333-011

arch
Zan

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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 that this Security Instrument to constitute a uniform security instrument covering real property.

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 shall promulgate any lien which has priority over this Security Instrument unless otherwise provided in 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.

1. Payment of Principal and Interest; Preparation 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 as to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents 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 "Escrow Items".

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, related mortgagor from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds 1974 as amended from time to time, requires Lender to charge Borrower's escrow account real estate settlement procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally funded mortgage loan may require for federal Real Estate Settlement Procedures Act of Lender, if Escrow Items, Lender, if Lender is such an entity or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower holding and applying the Funds, annually analyzing the escrow account, or including Lender, if Lender is such an entity or in any Federal Home Loan Bank, unless Lender has held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an entity or in any Federal Home Loan Bank, unless Lender has held in an institution whose deposits are insured by a federal agency, instrumentality, or entity).

Borrower Items or otherwise in accordance with applicable law.

The Funds shall be held in an escrow account which applies to the Note and Lender's sole discretion. Unless Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, related mortgagor from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds 1974 as amended from time to time, requires Lender to charge Borrower's escrow account real estate settlement procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally funded mortgage loan may require for federal Real Estate Settlement Procedures Act of Lender, if Escrow Items, Lender, if Escrow Items, Lender may not charge Borrower holding and applying the Funds, annually analyzing the escrow account, or including Lender, if Lender is such an entity or in any Federal Home Loan Bank, unless Lender has held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an entity or in any Federal Home Loan Bank, unless Lender has held in an institution whose deposits are insured by a federal agency, instrumentality, or entity).

1. Payment of Principal and Interest; Preparation 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.

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

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.

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.

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

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 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

14. Notices. Any notice to Borrower 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 notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this Security Instrument is subjected 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 exceed permitted limits will be reduced to the permitted limit.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signer.** 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 on behalf of another, (b) waives, grants and conveys to Lender and Borrower all rights and interests in such co-signer, (c) is not a party to the Note, and (d) is not bound by the terms of this Security instrument or the Note; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without the Borrower's consent.

11. Borrower Not Reclamed; Reclamation of the time for payment or modification of amounts secured by this Security Instrument granted by Lender to any successors 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 release the liability of the original Borrower or Borrower's successors in interest if payment in full is made to Lender by the original Borrower or Borrower's successors in interest.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Hopefund is abandoned by its founder, or it, after notice by Lender to holder to honor the conditions of letters to make an award of settle a claim for damages, holder 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 received by this Settlement instrument, whichever of the two is greater.

taking, unless Rotowire and Lender 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.

market value of the Property must generally be paid to Bowditch, any balance due thereon being paid to Bowditch, in the event of a primary tax or the like before the market value of the Property is less than the amount of the sums secured immediately before the

This section discusses the implications of the proposed changes for the economy and society, and the potential impact on different groups.

Securitry Instruments shall be relieved by the proceeds multiplied by the following fraction: (a) the sum secured by

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 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 before the taking is equal to or greater than the amount of the sums secured by this

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and transferred to the Purchaser.

Bottom row notice at the time of or prior to an inspection specifies circumstances upon which inspection may be conducted.

Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. Insurance premiums charged to minimum monthly rates shall only cover losses occurring during the term of the Policy.

obtain coverage subsequently equivalent to the coverage previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance premium initially in effect, from an alternative mortgagor approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay Lender a sum equal to the cost to Borrower of the mortgage insurance previously in effect, plus interest thereon at the rate provided by Lender, until the alternative mortgagor has obtained such coverage.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchallenged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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30148.FRM (4/97)

Form 3014 9/90 Page 6 of 6 G.R.(IL)(9/80) 01 LMP

[Signature] Notary Public
State of [redacted] County of [redacted]

Given under my hand and affixed seal this 16th day of October 1998
Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
, personsally known to me to be the said persons whose name(s)
1998

STATE OF ILLINOIS, COOK
County, ss:
I, Notary Public in and for said county and state do hereby certify
that Craig A Heerm and Loreta A Heerm,
,

Or _____ Bottomwater

(Seal) _____ Bottomwater

Lorraine A. Herbie _____
-Borrmwcr
(see)

Craig Adairne
-Borrower
(scd)

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and

<input type="checkbox"/> Adjustable Ride	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> VA Rider
<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvment Rider	<input type="checkbox"/> Other(s) [Specify]
<input type="checkbox"/> Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Second Home Rider	

21. Riders to this Security Instrument, if one or more of more riders are 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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Without Charge to Borrower: Borrower shall pay any reorganization costs; without Charge to Homeowner: Borrower waves all right of homestead exemption in the Property.

proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph but not limited to, reasonable attorney's fees and costs of suit evidence.

Non-existence of a certain or any other decisive criterion to decide whether to accept or reject a hypothesis.

(B) **Real Property** is real estate, including land and buildings thereon, and fixtures, equipment, machinery, supplies and other personal property used in the conduct of the business, whether or not such personal property is specifically described in the lease.

(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

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STREET ADDRESS: 12520 S. ARCHER
CITY: LEMONT
TAX NUMBER: 22-27-300-037-0000

COUNTY: COOK

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LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOT 21 IN COUNTY CLERK'S DIVISION OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 21 BEING 229.68 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 21, BEING 229.68 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 27, THENCE SOUTH 30 DEGREES EAST ALONG THE WESTERLY LINE OF SAID LOT 21, 917.68 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 30 DEGREES EAST ON SAID LINE 201.75 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 198.27 FEET; THENCE NORTHWESTERLY PARALLEL TO THE WESTERLY LINE OF SAID LOT 21, 201.75 FEET TO A POINT, THENCE SOUTHWESTERLY 198.27 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTEnant TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENT RECORDED NOVEMBER 6, 1986 AS DOCUMENT NO. 86522795.

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