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5933/0004 21 001 1998-02-23 10:33:49
Cook County Recorder 33.50



When Recorded Mail To:

Home Loan and Investment Bank, F.S.B.
One Home Loan Plaza, Suite 3
Warwick, Rhode Island 02886-1765

[Space Above This Line For Recording Data]

MORTGAGE

Loan Number

THIS MORTGAGE ("Security Instrument") is given on JANUARY 29, 1998. The mortgagor is DORIS WIL A. PEARSON, A SINGLE WOMAN ("Borrower"). This Security Instrument is given to HOME LOAN AND INVESTMENT BANK, F.S.B., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SIX THOUSAND FIVE HUNDRED AND 00/100ths Dollars (U.S.\$106,500.00). 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 FEBRUARY 3, 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:

SEE ATTACHED SCHEDULE A

which has the address of 1720 LONNQUIST BOULEVARD, MOUNT PROSPECT
Illinois 60056
(Zip Code)

(Street, City)

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.

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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 may be unreasonably withheld. If Borrower fails to maintain insurance above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Borrower shall promptly pay interest which has accrued over the period from the date of the original issuance of the Note until the date of payment in full of the Note.

4. **Charges:** Leses, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue prior to this Security instrument, and leasehold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person making these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note second, to amounts payable under paragraph 2; and last to any other amounts due under the Note.

modality payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary for its own account or for security instruments, to the extent necessary, the Funds are segregated in additional securities for such purposes. The Funds shall make up the deficiency in no more than twelve pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months when due. Lender may so notify Borrower in writing, and, in such case Borrower shall is not sufficient to pay the Secured items of applicable law. If the amount of the Funds held by Lender at any time exceeds the amount necessary to be held by applicable law, Lender shall account to Borrower for the excess. Funds in accordance with the requirements of applicable law.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, or entity (including Leander, if Leander is such an institution) or in any Federal Home Loan Bank. Leander shall apply the Funds to pay the Escrow items. Leander may use escrow Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Leander pays Borrower interest on the Funds and applicable law permits Leander to make such a charge. However, Leander may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leander in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid on the Funds, Leander shall not be required to pay Borrower any interest on the Funds without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit is used by Leander, and Leander may agree in writing, however, that interest shall be paid on the Funds. Leander shall give to Borrower, without charge, all funds secured by this Security instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to 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 arisen 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 monthly insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's 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 that applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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.

VENATORS BY JURISDICTION to constitute a uniform security instrument covering real property;

THIS SECURITY INSTRUMENT combines covenants for national use and non-national covenants with limited

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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 merge 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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Security Instruments.

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

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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be delivered to the Property Address or by first class mail unless applicable law requires use of another method. The notice shall be given by delivering it or by mailing it to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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.

to remember, it is learning reduces pictures, the reduction will be measured as a percent proportion increase in pretest scores under the Noce.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges are collectible or to be collected in connection with the loan, Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the creditor if a portion of the notes principal will be treated as a debt in accordance with any demandment charge.

make any accommodations with regard to the terms of this Security Instrument or the Note without Borrower's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to mitigate, garnish and convey that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums guaranteed by this Security instrument; and (c) agrees that any other Borrower may agree to extend, modify, forfeit or terminate the Note.

commincnece proccedings againts any successor in interest or relative to refuse to extend time for payment or otherwise modify amonitization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any holderhereof may exercise any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend to prepayment of the debt of the mechanics referred to in paragraphs 1 and 2 or change the amount of such payments.

Leader is authorized to collect and apply the proceeds, at his option, either to satisfaction or repayment of the property or to the same secured by this Security Instrument, whether or not due.

If the Proprietary is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, sums secured by this Security instrument whether or not the sums are then due.

Banking; Any individual, firm or corporation engaged in the business of banking or in the conduct of a bank or trust company, or in the business of insurance, shall be prohibited from holding any interest in or participating directly or indirectly in the management of any such institution.

In the event of a total taking of the Property, the proceeds shall be applied to the 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 is equal to or greater than the amount of a partial taking before the taking the fair market value of the Property immediately before the taking is reduced by the amount of the security instrument held by the same secured by the same. Security instrument immediately before the taking, unless Borrower and Lender otherwise agree, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking.

10. Condemnation. The proceeds of any award of claim for damages, either or otherwise, 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 Leader.

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 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.

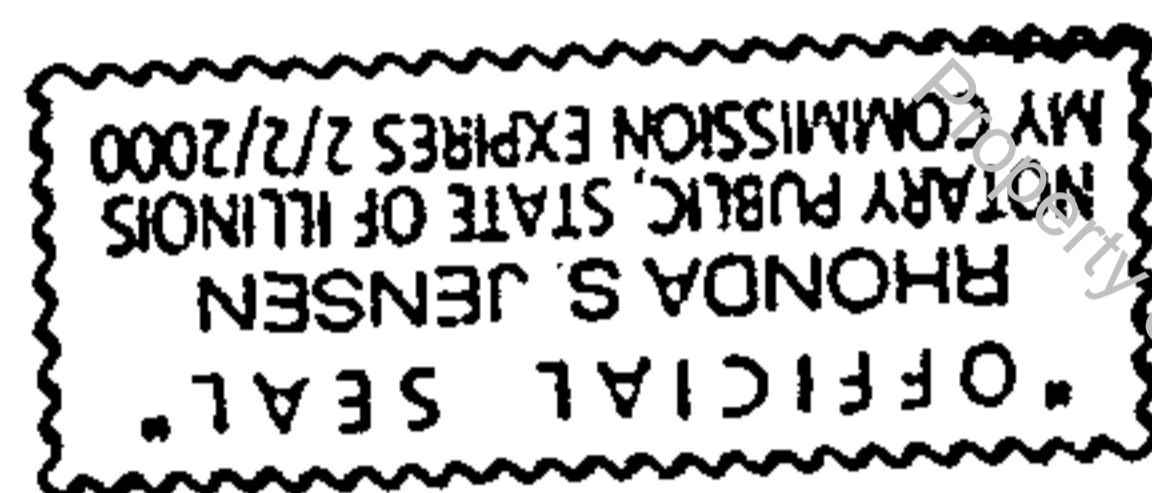
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, 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.

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

Rhode Island 02886-1765

This instrument was prepared by: Home Loan and Investment Bank, F.S.B., One Home Loan Plaza, Suite 3, Warwick,



My Commission Expires:

Given under my hand and official seal, this 29th day of ~~January~~, 1998,
signed and delivered the said instrument as ~~here~~
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
that DORIS WILL A. PEARSON, A SINGLE WOMAN, personally known to me to be the same person(s) whose name(s)
is, Notary Public in and for said county and state do hereby certify

I, RHONDA S. JENSEN

STATE OF ILLINOIS, COOK

County ss:

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Page 3

In-House Number: HC98-01-0019

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SCHEDULE A

Lot Forty-seven (47) in Colonial Heights 10th Addition, a Subdivision of part of Lots 6 and 7 in Owners Division, a subdivision of the southeast Quarter (1/4) (except the West Half (1/2) of the Southwest Quarter (1/4) thereof) of Section 10, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat of said Colonial Heights 10th Addition registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 20, 1965 as Document Number 2204622.

8-16-417 C17

Property of Cook County Clerk's Office

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