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02/03/98 001 177-0-117-154-744
Cook County Recorder \$1,000

770532-98 1017
Prepared by: DEANNA FILLIPP
RECORD AND RETURN TO:
MORTGAGE BANCORP SERVICES
800 E. NORTHWEST HIGHWAY, #100
PALATINE, ILLINOIS 60062

MORTGAGE

Loan No. 960114

THIS MORTGAGE ("Security Instrument") is given on **February 13, 1998** . The mortgagor is
NATHAN J. DRUCKER and SANDRA J. DRUCKER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
MORTGAGE BANCORP SERVICES

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **800 E. NORTHWEST HIGHWAY, #100, PALATINE, ILLINOIS 60067**

("Lender"). Borrower owes Lender the principal sum of **Two Hundred Fifty Nine Thousand Four Hundred and no/100----- Dollars (U.S. \$ 259,400.00)**. 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 **March 1, 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 350 IN BLOCK 8 IN CHARLEMAGNE UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 02-30-112-013
which has the address of

Illinois 60195

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/80
Amended 5/81
LAW-OR(Ill) (6602)01

1635 BRITTANY LANE

[Zip Code] ("Property Address");

HOFFMAN ESTATES

(Street, City),

BOX 333-CTI



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this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over encroachment of the lien; or (c) receives from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or debtors against all or any part of the Property is unencumbered, except for encumbrances of record. Borrower's obligation to pay rent which is in the Lender's opinion operates to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien Borrower shall promptly pay this Security Instrument unless Borrower: (a) agrees in

(f) Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment; to this person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, due obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them in like manner directly over this Security Instrument, and leasehold payment round rents, if any. Borrower shall pay which may attach priority over this Security Instrument, and leasehold payment round rents, if any, Borrower shall pay 4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the Property due, to Lender due; fourth, to principal due; and last, to any late charges due under this Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid under paragraphs 3, Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 4. This Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum accrued by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, all Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower, shall make up the deficiency in no more than three is not sufficient to pay the Escrow fees when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, Lender shall account to Borrower all any if the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower any debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

without charge, an annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that each shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an aggregate service charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service vertically the Escrow items, unless Lender pays his or her holding and applying the Funds and applying the escrow account, or Escrow items. Lender may not charge Borrower for holding and applying the Funds, usually annually during the escrow account, or including Lender, if Lender is such an entity or organization as any Federal Home Loan Bank. Lender shall apply the Funds to pay the (including Lender, if Lender is such an entity or organization) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an escrow account maintained by a federal agency, instrumentality, or entity Lender may estimate the amount of current due and reasonable estimates of expenditure of future Lender may estimate the amount of current due and hold Funds in an amount not to exceed the lesser amount, less a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgage loan (any future for Borrower's escrow account under the federal 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 the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," if any); (e) mortgage insurance premiums, if any); and (f) any sums payable by Borrower to Lender, in accordance with or ground rents as the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments 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 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by this Note and any prepayments and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender cover all the following:

THIS SECURITY INSTRUMENT combines uniform covenants for mutual 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 holder 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 encumbrance of record.

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TODAY WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and

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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 coverages 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; Leasholds. 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

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14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by mailing

13. **Loan Charges.** If this loan secures 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 exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed 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 any preparation to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any preparation to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any preparation to Borrower.

make any accommodation with regard to the term of this Security Instrument or the Note without its written consent.

11. Borrower Not Responsible For Breach of Any Right or Remedy. Breach of any right or remedy of a creditor by the debtor will not be a violation of or preclude the application of any right or remedy.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to paragraphs 1 and 2 of clause 10 of the monthly payments referred to in paragraphs 1 and 2 of clause 10 of such payment.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender's notice within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to replacement or repair of the Property or to the amount secured by this Security Instrument, whether or not then due.

If the event of a total taking of the Property, the proceeds shall be applied to the summa secured by this Security Instrument, whether or not the summa is then 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 immediately before the taking is equal to or greater than the amount of the summa accrued by this Security Instrument, unless Borrower and Lender otherwise agree in writing, the summa accrued by this Security Instrument shall be reduced by the amount of the proceeds multiplied by (b) the fair market value of the summa accrued immediately before the taking, divided by (a) the total amount of the summa accrued immediately before the taking.

10. Condemednation. 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 withheld and shall be paid to Lender.

9. Impeditions, Leader or his agent may make reasonable entries upon and inspections of the Property, Leader shall give

Influence of roads in accordance with any written agreement between Borrower and Lender or applicable law.

obtain coverage subordinately 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 subsequently equated to mortgagage 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 within the insurance coverage period to Lender until the mortgage insurance coverage is no longer required.

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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 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.

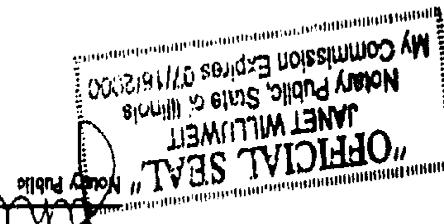
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, 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 particulates 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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"OFFICIAL SEAL" Notary Public <i>JANE T. WILLIAMS</i> <i>Notary Public</i> <i>State of Illinois</i> <i>My Commission Expires 5/15/2000</i>	
Given under my hand and official seal, this 13th day of February, 1998, signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appended before me this day in person, and acknowledged that THEY personally known to me to be the same persons (a) whose name(s)	
My Commission Expires:	
I, THE CREDITORS , that NATHAN J. DRUCKER and SANDRA J. DRUCKER, HUSBAND AND WIFE , a Notary Public in and for Cook County and State do hereby certify that the above instrument is a true copy of the original instrument.	
STATE OF ILLINOIS, <i>C/C/R</i> County as:	
Borrower _____ (Seal)	Borrower _____ (Seal)
Borrower _____ (Seal)	Borrower _____ (Seal)
By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.	

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
 25. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- (Check applicable boxes)
- | | | | | | |
|--------------------------|----------------------------|----------------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 Family Rider | Conditional Platinum Rider | Platinum Multi Development Rider | Biweekly Payment Rider | Modulated Rate Rider | Balloon Rider |
| | | | | | |
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| | | | | | |

26. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property, without charge to Borrower. Borrower shall pay any recording costs.

27. Release, Upon payment of all sums received by this Security Instrument, Lender shall release this Security Instrument.

28. Non-delivery, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph unless secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, but not limited to, repossessing the property, fees and costs of title evidence.

29. Default, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph unless secured by this Security Instrument without further demand and many foreclose this Security Instrument in full of all sums or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-delivery of a default or any other defects of Borrower to acceleration and foreclosure. If the notice default is not cured and information Borrower of the right to redeem after acceleration and the right to assert in the foreclosure proceeding the

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 amount secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further