8017/0101 50 001 1998:02:22 Cook County Recorder

31.50

Loan #:6688712
After Recording Return To:
Park Mortgage Corporation
711 W. Devon
Park Ridge, IL 60068
Prepared By: Michael A. Gabin

.[Space Abuve This Line For Recording Date]

MORTGAGE

THIS MORTGAGE "Security Instrument") is given on February 20, 1998. The mortgager is Richard L. Turarr and Edna M. Turner, Husband and Wife

("Borrower"). This Security Instrument is given to

Park Mortgage Corporation

which is organized and existing under the laws of Illinois

711 W. Devon Purk Ridge, IL 60068 , and whose address is

("Lender"). Horrower owes Lender the principal sum of Dollars

Eighty Six Thousand Nine Hundred and no/100

(U.S. \$86,900.00). This debt is evidenced by Borrower's non-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, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt coloniced 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 Porrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby moragage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 28 IN BLOCK 16 IN GLENDALE TERRACE UNIT 2, BEING A SUPPLYISION OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE YIELD PRINCIPAL MERIDIAN, AND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS. P.1.N. 62-23-114-028

which has the address of

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94 W. Drummond Avenue Glendale Heights, Illinois 60139 ("Property Address");

N. 8. 346

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more of the actions set forth above within 10 days of the giving of notice.

this Security instrument. Lender may give Borrower a notice identifying the Her. Borrower shall satisfy the Hen or take one or to this Security Instrument. If Lender determines that any part of the Property is subject to a flen which may attain priority over enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the to the payment of the obligation secured by the tien in manner acceptable to Lender; (b) contests in good tath the tien by, Borrower shall promptly discharge any iten which has priority over this Security instrument, unless Borrower: (a) agrees in writing If Borrower makes these payments directly, Borrower shall prompily furnish to Lender receipts evidencing the payments.

the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to which may attain priority over this Security instrument, and leasthold payments or ground rents, if any. Borrower shall pay these

4. Churgest Llena. Borrower shall pay all taxes, assessments, charges, flues and impositions attributable to the Property tibite, to inferest due; fourth, to principal due; and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Mote; second, to amounts proche under paragraph 2; 3. Application of Payments. Unless applicable hav provides otherwise, all payments received by tender under paragraphs

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit gather the sums secured by this held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender and the acquisition or sale of the

Upon payment in this of all sums secured by this Security instrument, Lender shall ording tetund to Borrower any Funda twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shift make up the deficiency in no more than time is not sufficient to pay the Escrow Items when due, Lender may so many Borrower in writing, and, in such case Borrower for the excess bunds in accordance with the requirements of applicable Inv. If the amount of the bunds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to be led by applicable law, Lender shall account to Borrower

was made. The Punds are pledged as additional security for all some secured by this Security Instrument. an annual accounting of the Funda, showing credits and debits to the Funda and the purpose for which each debit to the Funda Lender may agree in writing, however, that interest shall the pend on the Funds. Lender shall give to Borrower, without charge, requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender in connection with this loan, unless applicable it w provides otherwise. Unless an agreement is made or applicable law However, Lender may require Horrower to pay a one one that he holependem real exame tax reporting nervice used by the Exerow fierna, unless Lender pays Borrower Solerest on the Funds and applicable has permits Lender to make such a charge. liends, namy not charge Borrower for holding and applying the Funds, annually analyzing the excrow account, or veritying Lender, it Lender is such an institution or in any bederal flome Loan Bank. Lender shall apply the Bunds to pay the Exerow The Finds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including

or otherwise in accordance with applicable law. anibate the amount of funds date of the basis of current data and reasonate extinates of expenditures of fundre amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may amonded from that applies to time, 12.0.2 \$ 2001 of seq. ("Aff2F8"), unless amother law that applies to the Funds sets a lesser ma 1701 to 1914 and technic for flortower's exerow account under the federal Beine Settlement. Procedures Act of 1974 an Lender may, at any three, collect and hold bunds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in then of the payment of mortgage insurance premiums. These terms are called Biscrow ttems," if any: (e) yearly mortgage insurance premiums, if any; and (i) any sums payable by Borrower to Lender, in accordance with the ground renti withe Property, If any: (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leaschold payments or on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funda") for: (a) yearly taxes and 2. Funds for Tuxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender

of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal

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

egitadorq hay guitavoo mamumini giruosa mudibin a sindismoo oi nobalahiy yd andiadana v THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. gram and convey the Property and that the Property is unchcumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully selved of the estate hereby conveyed and has the right to mortgage. All of the foregoing is referred to in this Security instrument as the "Property,"

Axintex now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOOTTHER MITH all the improvements now or hereufter erected on the property, and all casements, appurtenances, and

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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 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 tessened, 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 30 rower otherwise agree in writing, any application of proceeds to principal shall not extend or positione the due date of the monthly pryments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is accorded by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the accordance 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 egrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Berrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste of the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civilor criminal, is begun that in Le der'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 informatical or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the flote, 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 coverants 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 regula ions, 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 to 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, 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

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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.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in tieu of condemnation, are hereby assigned and shall be paid to Lender.

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 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 sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, 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. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim of damages, Borrower 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 secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower etherwise 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 such payments.

- 11. Borrower Not Released; Forber conce By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor 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 commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Mability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londer 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 mortgage, grant 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 secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may 'gree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Mote without that Borrower's consent.
- 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 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 throught necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded primitted limits 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 prepayment charge under the Note.
- 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 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 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.

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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 occurred; (b) cures any default of any other coverages 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. Upop 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 three without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monday payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelead 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 accress 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 no 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 my 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 farther 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 uncas 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 a charge to Borrower. Borrower shall pay any recordation costs.

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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. [Check

23.	Waiver of Homestead.	Borrower	waives all righ	t of homestead	exemption	in the	Propert	у.
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applicable box(es)]			
[Adjustable Rate Rider	[] Condominium Rider] 1-4 Family Rider	
Graduated Payment Rider	[] Planned Unit Development Rider [] Biweekly Payment		
[] Balloon Rider	[] Rate Improvement Rider [] Second Home Ri		
[] Other(s) [specify]			
BY SIGNING BELOW, Borrower ac Security Instrument and in any rider(s) exceeding the security of the security instrument and in any rider(s) exceeds the security instrument and in any rider(s) exceeds the security instrument.	ecepts and agrees to the terms and covenant ecuted by Borrower and recorded with it.	is contained in pages 1 through 6 of this	
Witness:	Witness:		
Kidh C. Kan	ace (Scal) Edna	my. Luner (Seal)	
Richard L. Turner	Honower Edna M. Turner	Borrower	
	(Seal)	(Scal)	
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	0,		
STATE OF ILLINOIS, Cook	County an		
I, , a Notary Public in and for said cor			
Richard L. Turner and Edna M. Turner	. Hunband and Wife , personally knowe	to me to be the same person(s) whose	
•	nstrument, appeared before me this day in p		
and delivered the said instrument as their	free and voluntary act, for the uses and pro-		
Given under my hand and official sea	Lithis DOM day of 199	1991	
My Commission expires:	The Alkin		
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This instrument was propared by		C	
(Name) (Address)	(• • • • • • • • • • • • • • • • • • •		
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