98196975

DEFT-01 RECORDING

\$31,50

140009 TRAN 1632 03/12/98 10:48:00 45069 FRC #-98-196975

SOUR COUNTY RECORDER

[Space Above This Line For Recording Data] -

MORTGAGE

THIS MORTGAGE (Securey Instrument') is given on March 3, 1998

The mortgager is MYLES WRITERLOOM and KAREN H WHITEBLOOM, HUEBAND AND WIFE, AS TEXANTS
BY THE

('Borrower') This Security Instrument is given to

COVEST BANC

Which is organized and existing under the laws of the United States of America 1771 N RICHMOND ROAD

, and whose address is

MCHENRY, IL 60050

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTY TWO THOUSAND AND 00/100

Dollars (U.S. \$ 132,000.00). 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 April 1, 2028 . 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 occurvey to Lender the following described property located in:

County Illinois:

COOK County, Illinois:
LOT 15 IN BLOCK 5 IN HILLCREST, BEING A SUBDIVISION OF THE MORTHRAST
1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE MORTH 2-7/8 ACRES THEREOF) OF
SECTION 34, FOWNSHIP 42 NORTH, RANGE 11, RAST OF THE THIRD PRINCIPAL
MERIDIAN, AND THE MORTH 23.5 ACRES OF THE SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 (EXCPET THE WEST 295.1 FEET OF THE SOUTH 295.1 FEET LYING
NORTH OF THE SOUTH 543 FEET OF THE BAST 1/2 OF THE SOUTHWEST 1/4 OF
SAID SECTION 34, IN COOK COUNTY, ILLINOIS.

эттельный монтром

03-34-312-003. N: A <

which has the address of 207 NORTH ELIGIURET AVENUE [Street]

HOUNT PROSPECT

Llinois

O ISINAMO HINTEN SATE

60056

47

('Property Address');

(Zup Code!

ELENOIS - Single Family - Family Man/Fredde Mac UNIFORM INSTRUMENT

"EW 1876." (\$400)

(Page 1 of 6 pages)

Form 3014-9/90

Gres (1205 Business Forms 126 B.
1 Description 2017 For \$16-98-1127

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by his Security

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Froperty is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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.

2. Funds for Tuxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day mouthly payments are due under the Note, until the Note is paid in full, a sum ('Funds') for: (a) yearly taxes and assessment which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground itsits on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance over the property in the Property insurance premiums, if any; (e) yearly morngage insurance premiums, if any; and (f) any sums payable by Borrowet to Lender, in accordance will the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These items are called 'Escrow lumb,' Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum, amount a lender for a federally classed mortgage loan may require for Borrower's escrow account under the federal Real Estime Seulement Procedures Ac. o. 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ('RESPA'), inless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and bold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Punds due on the basis of current data and reasonable estimates of expenditures of future Escrow lums or otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Punds to pay the Escrow liens. Lender may not charge Borlow for bolding and applying the Punds, annually analyzing the escrow account, or verifying the Escrow ficms, unless Long pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid Lender shall not be required to pay Borrower any interest or earnings on the Punds Borrower and Lender may agree in writing, however, that interest shall be paid on the Punds. Lender shall give to Borrower, without charge, an annual accounting of the Pinds, showing credits and debits to the Punds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for all sums secured by

this Security Instrument.

If the Funds held by Lender exceed the amounts permaned to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader at any time is not sufficient to pay the Escrow Items when due, Lenors may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the reliciency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all rums secured by this Security Instrument, Lender shar promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or tale as a credit against the sums

secured by this Security Instrument.

Application of Payments. Unless applicable law provides otherwise, all payments regioned by Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges the under the Note; second, to movement payable under

paragraph 2; third, it interest due: fourth, to principal due; and last, to any late charges due under the Nov.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions rembutable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground tents, wany. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Barrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the uen; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may arrain priority over 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. Bottower 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 thall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, chuin coverage to prote it Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Londer and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid promount and renewal nonces. 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 Botrower.

Unless Lender and 3 orrower 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 incess paid to Eorrower. 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 instrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of incaronally 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, Berrower'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 sams secured by this Security

Instrument immediately prior to the acquisition.

- Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Betrower shall occupy, election, and use the Property as Borrower's principal residence within sixty days after the execution of this Semirity Instrument and anali 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 externating ci culastances exist which are beyond Borrower's control. Borrower shall not destroy, damage or organisthe Property, allow the Troperty to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whicher civil or criminal, is begun that in Lender's good faith judgment could result in ferfeiture of the Property or otherwise mutually 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 Leader's good faith determination, preclude: forfeiture of the Borrower's interest in the property or other material impairment of the law prested by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the local 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 courbly with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall for elerge 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 it enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Under'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 delet of Borrows secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a payable with interest, upon notice from Lender to Borrower requesting

payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of raiking the loan secured by this Security Instrument. Bottower 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, Bottower 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. Bottower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Bottower 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 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 Bottower and Lender or applicable law.

9. Inspectios., 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 cornection 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 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 faut market value of the Property immediately before the taking is equal to or greater than the amount of the stums 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 trultiplied 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 provided the proceeds shall be applied to the rums occurred by this Security Instrument whether or not the sums are then due.

If the Property is at and oned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or serile a claim for damages. Borrower fails to respond to Lender within 30 days after the date the natice is given, Lender is authorized to course and apply the proceeds, at its option, either to restoration or repair of the Property or to the

sums secured by this Security his crument, whether or not then due.

Unless Lender and Borrows, otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the months, sayments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of antoruzation of the summary sured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender thail not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amornization of the sums scored by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in in-cross Acy forbestance by Lender in exercising any right or remedy shall

not be a waiver of or proclude the exercise of any right or remedy

12. Successors and Assigns Bound; Joint and S veral Liability; Co-signers. The coveragus and agreements of this Security Instrument shell bind and benefit the successors and ashigns of Lender and Borrower, subject to the provisions of paragraph 17 Borrower's covenants and agreements shall to joint and several. Any Borrower who co-signs this Security Instrument but does no execute the Note: (a) is co-signing this Security Instrument only to mortgage, grain 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 agree to extend, modify. forbest of make any accommodations with regard to the terms of this Security Instrument of the Note without that Berrower'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 permuted lumits, 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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owns under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a pulsal prepayment without any

prepayment charge under the Note

14. Notices. Any nonce 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 differed 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 Leader's address stated berein of any other address Lander designates by notice to Borrower. Any purple provided for in

this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in (a) 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 Bo rower is sold or transferred and Borrower is not a natural person) without Leader's prior written consent. Leader may, at its option, require immediate payment in full of all sams secured by this Security Instrument. However, this option shall not be exercised by Leader 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 no 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 sole 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 applicable law. The notice will also contain any other union scient payments should be made. The notice will also contain any other union scient payments about the name and 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 semences 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 virtues notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private purty involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. It notice were 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, kerolene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing as esses or formaldehyde, and radioactive materials. As used in this paragraph 20, 'Environmental Law' means federal laws and 1978 of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default: (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sure of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to amort in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and the right to default is not cured on or before the date specified in the notice. Lender at its option may require hours distributed in full of all sums secured by this Security Instrument without further demand and may foreclosure; this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuar, the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead Borrower waives all right of homestead exemption in the Property.

this Security Instrument, the coverag	ers and agreements	of each such rider shall be i	y Borrower and recorded together with incorporated into and shall amend and were a part of this Security Instrument.
Adjustable Rate Rider Co		ominium Rider	.4 Family Rider
Graduated Payment Rider	Piane	ned Unit Development Rider	Biweekly Payment Rider
Balloon Pider Other(s) [specify]		Improvement Rider	Second Home Rider
Security Instrument and in any rider(s	executed by Borto	ees to the terms and coverants ower and recorded with it.	contained in pages I through 6 of this
Witness.	O.c	Witness:	
MYLES WHITEBLOOM		Seal) VALUE H	CSeal) BORDWEE
		(Se U)	(Sක)
	·Boi	HOME	-Вопочет
		(Seal)	(Seal) -Bottower
1. 44 W. C.	ook Juga Caac	• =	s: Public in and for said county and state,
do hereby certify that MYI.ES WHI			5
subscribed to the foregoing instrument and delivered the said instruments as forth.	n appeared before	own to me to be the same perso me this day in person, and ack free and voluntary a	on(s) whos: name(s) nowledged that THEY signed on, for the uses \$24 purposes therein set
Given under my hand and official	: seal, this 31	RD - day of March	1998
My Commission expires		6 Mille	Sold Sold Sold Public
This instrument was aregared by	ርሳህፑሮ ቅ ይኔህረ	C. C	John Marie Control of the Control of
(Name)	COVEST BANC	19 September 19 Se	
1 8 A 4 mars 1	1771 N RICHMO MCHENRY, IL	60050	