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98197689

File
G 677-13012-012
De Reg A 93483310

RECORD AND RETURN TO:

HEMLOCK FEDERAL BANK

FOR SAVINGS

5700 WEST 159TH STREET

OAK FOREST, ILLINOIS 60452

- DEPT-01 RECORDING \$33.00
- T#0009 TRAN 1639 03/12/98 12:40:00
- #5417 I RC #--98-197689
- COOK COUNTY RECORDER

Prepared by:

MARGARET D. KOBYLARCZYK

OAK FOREST, ILLINOIS 60452

11-0148104-11

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 3, 1998
RICHARD F. PARKER
AND ANNA JEAN PARKER, HIS WIFE, AS JOINT TENANTS

The mortgagor is

("Borrower"). This Security Instrument is given to
HEMLOCK FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose
address is 5700 WEST 159TH STREET
OAK FOREST, ILLINOIS 60452
("Lender"). Borrower owes Lender the principal sum of
EIGHTY SEVEN THOUSAND AND 00/100

Dollars (U.S. \$ 87,000.00).

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, 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 24 IN BLOCK 12, IN WARREN J. PETERS' CASTLETOWNE SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

28-17-222-024-0000

Parcel ID #:

which has the address of 15411 TUDOR ROAD, OAK FOREST

Street, City,

Illinois 60452

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

Initials: *RSP* INSTRUMENT Form 3014 9/90

Amended 8/96

VMP GRILL 10/09

Page 1 of 8

VMP MORTGAGE FORMS • (800)621-7281

BOX 333-CTI

DPS 1089

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In this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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in, numbers, any notice to Borrower provided for in this Security instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this security instrument is 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 amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded 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 under the Note.

12. **Successors and Assignees Bound:** Joint and Several Liability; Co-signers. The covenants and arrangements 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 successors and assigns 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, great and convey that Borrower's interest under the terms of this Security Instrument; and (b) is not personally liable to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that (c) owner's consent.

11. Borrower Not Responsible; Placeholder Note; Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument given 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 liable to Lender in respect of any instrument given by Lender to any successor in interest of Borrower or Borrower's successors in interest of the original Borrower or Borrower's successors in interest if such instrument purports to release Lender from any obligation to pay to Lender the amounts due under this Security Instrument.

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 such payments.

If the Property is abandoned by Both parties or if, after notice by 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 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 sum secured by this Security Instrument, whether or not the same.

the applied to the sums secured by this Section. If it shall whether or not the sums are then due.

better 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

This security instrument shall be reduced by the amount of the proceeds multiplied by (a) the fair market value of the Property immediately upon or before the date of the sale of the same.

Securitization instruments are used to orderly manage cash flow before the banking institutions receive the amount of the principal and interest due.

whether or not he is due, with any excess paid to Botorower. In the event of a partial taking of the Property by the trustee of the Interests of the Proprietors, the trustee shall be apprised to the audited accounts of his security used under,

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

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 convenience in lieu of condemnation, are hereby assigned and

9. Inspection. Leader or his agent may make reasonable entries upon and inspections of the Property. Landor shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

The premium is required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgagor insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance.

Costs to Borrower of the mortgage insurance premium in effect, from an ultimate mortgage insurer approved by Lender; [REDACTED]

obtain coverage substitutability equivalently equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost of the mortgage insurance previously in effect.

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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 pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

Initiated
DPS/1093

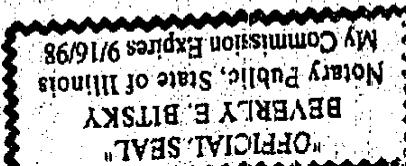
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Form 3014 9/80

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GRILL 1980



Notary Public

My Commission Expires:

Given under my hand and official seal, this
day of July, 1986
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, appeared before me this day in person, and acknowledged that **THEY**
personally known to me to be the same person(s) whose name(s)

RICHARD F. PARKER AND ANNA JEAN PARKER, HIS WIFE, AS JOINT TENANTS
a Notary Public in and for said County and State do hereby certify
that

County of CookBorrower
(Seal)Borrower
(Seal)ANNA JEAN PARKER
(Signature)RICHARD F. PARKER
(Signature)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

Check applicable box (e).
 Adjustable Rate Rider
 Condominium Rider
 1-4 Family Rider
 Biweekly Payment Rider
 Graduated Payment Rider
 Planned Unit Development Rider
 Second Home Rider
 Balloon Rider
 VA Rider
 Other(s) [Specify]

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 this Security Instrument as if the rider(s) were a part of this Security Instrument.
25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

26. 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 reordination costs.

27. Injunction, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
prior to the date specified in the notice, 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 accelerate all debts due under this instrument and to proceed in the manner
provided by law.

28. Default. Borrower of any other debt due to Borrower to accelerate and foreclose. If the default is not cured on
or before the date specified in the notice, at its option, may require immediate payment in full of all sums
secured by this Security Instrument, foreclose by judicial proceeding and sue for 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
same defense as if the debt had been originally contracted for. The notice shall further state that the notice is given
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, foreclose by judicial proceeding and sue for the Property. The notice shall further
(d) state 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, foreclose by judicial proceeding and sue for the Property. The notice shall further
(c) state that less than 30 days from the date the notice is given to Borrower, by which time the default must be cured; and
if practicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;

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STREET ADDRESS: 15411 TUDOR ROAD

CITY: OAK FOREST

COUNTY: COOK

TAX NUMBER: 28-17-222-024-0000

LEGAL DESCRIPTION:

LOT 24 IN BLOCK 12, IN WARREN J. PETERS' CASTLETOWNE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTH 60 ACRES OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF OUTLOT "A" CASTLETOWNE SUBDIVISION UNIT NO. 1, ACCORDING TO PLAT OF SAID WARREN J. PETERS' CASTLETOWNE SUBDIVISION UNIT NO. 2, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 11, 1963 AS DOCUMENT 2080825.

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