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RECORD AND RETURN TO:
COMCOR MORTGAGE CORPORATION

20510 WATERTOWN COURT
WAUKESHA, WISCONSIN 53188

Prepared by: *Gloria Donovan*
GLORIA DONOVAN
PALATINE, IL 60087

- DEPT-01 RECORDING \$35.50
- T#0009 TRAN 1720 03/18/98 12:50:00
- #7263 + CG *-72-211000
- COOK COUNTY RECORDER

710020116

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 9, 1998
NANCY H. HULSEBOSCH
AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1997

("Borrower"). This Security Instrument is given to
COMCOR MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF WISCONSIN, and whose address is 20510 WATERTOWN COURT
WAUKESHA, WISCONSIN 53186 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED ONE THOUSAND EIGHT HUNDRED AND 00/100

Dollars (U.S. \$ 201,800.00).

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 convey to Lender the following described property located in COOK County, Illinois:

LOT 51 IN HAVEN CREST UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

02-11-416-025

1st AMERICAN TITLE order # CA118446

Parcel ID #:

which has the address of 563 EAST BALSAM AVENUE, PALATINE [Street, City],
Illinois 60067 [Zip Code] ("Property Address");
ILLINOIS Single Family-FNMA/FHLMC UNIFORM
Instrument Form 3014 9/90 Amended 8/96
VMP-BRIL (19808)

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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 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


Initials:

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Form 3014 9/90 DPS 1092

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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address if a Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing preparation charge under the Note.

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 of other loans charged collected or to be collected in connection with the loan is exceeded 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 exceed permitted 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 repayment without any payment to Borrower.

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 of other loans charged collected or to be collected in connection with the loan is exceeded 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 exceed permitted 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 repayment without any payment to Borrower.

12. **Accessories and Assigments Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable for all debts and obligations of the original Borrower or Borrower's successors in interest. Any Borrower in exercising any right of reentry shall not be a waiver of or preclude the exercise of any right of remedy.

11. **Borrower Not Released; Forfeiture.** Extension of the time for payment or modification of the note or release of the sum secured by this Security Instrument to any successor in interest of Lender shall not be a waiver of or preclude the exercise of any right of remedy.

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 within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restore or repair of the property or to the sum secured by this Security Instrument, whether or not due.

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 within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restore or repair of the property or to the sum secured by this Security Instrument, whether or not due.

In the event of a total taking of the property, the proceeds shall be applied to the sum secured by this Security Instrument, whether or not due, with any excess paid to Borrower. In the event of a partial taking of the property in which the fair market value of the property immediately before the taking, unless Borrower and Lender agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum secured by this Security Instrument whether or not the sums are then due.

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 lieu of condemnation, are hereby assigned and used for the purpose of repairing, maintaining, or replacing the property, or for any other purpose.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspect any premises owned by Borrower notices at the time of or prior to an inspection specifically regarding cause for the inspection.

In the event of a total taking of the property, the proceeds shall be applied to the sum secured by this Security Instrument, whether or not due, with any excess paid to Lender.

the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ceases. Lender will accept any written agreement between Borrower and Lender or applicable law.

the premiums required by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay premium to Lender until the option of Lender, if mortgage insurance coverage (in the amount and for the period specified) may no longer be required, at the option of Lender, if mortgage insurance coverage is in lieu of mortgage insurance coverage in effect, or to provide a loss reserve, until the requirement for mortgage insurance ceases. Lender will accept any written agreement between Borrower and Lender or applicable law.

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If subsequently equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept any written agreement between Borrower and Lender or applicable law.

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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 charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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 applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify] _____

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

(Seal)
-Borrower

(Seal)
-Borrower

NANCY H. HULSEBOSCH

(Seal)
-Borrower

AS
TRUSTEE UNDER TRUST AGREEMENT DATED

FEBRUARY 28, 1998

(Seal)
-Borrower

STATE OF ILLINOIS, COOK
I, the undersigned

County ss:
, a Notary Public in and for said county and state do hereby certify

that

Nancy H. Hulsebosch, Trustee married to Thomas G. Hulsebosch

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

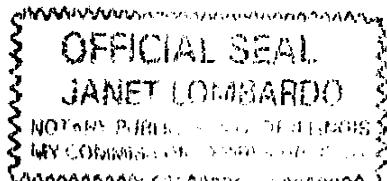
Given under my hand and official seal, this 9th

day of March

, 1998

My Commission Expires:

Notary Public



Form 3014 9/90

NR-6R(IL) (9808)

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, creosene, 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.

residential uses and to maintainance of the Property.

20. HAZARDOUS SUBSTANCES. Bottower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Bottower 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 of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

19. Sale of Note: Change of Loan Service. The Note or a partial interest in the Note (whether with the 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.

18. BORROWER. Right to Retain title to Security Instrument. If Borrower meets certain conditions, Borrower shall have the right to have possession of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for reinstatement; or (b) entry of a judgment entitling this Security Instrument before sale of the Property pursuant to any power of sale contained in this Security instrument; or (c) entry of a judgment entitling this Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note is if no acceleration had occurred; (b) pays all expenses incurred in foreclosing this Security Instrument and the Note is if no acceleration had occurred; (c) pays all attorney's fees and other costs of any other conveyance; and (d) takes such action as Lender may reasonably require to assure that the loan is paid in full to Lender.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 remedy permitted by this Sec. 802. Any instrument further notice or demand on Borrower.

Of this Security Instrument.

13. 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 this Security Instrument, such term as "Note" shall mean the Note or Notes given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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.

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ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

71.0020116

THIS ADJUSTABLE RATE RIDER is made this 9TH day of MARCH 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to COMCOR MORTGAGE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

563 EAST BALSAM AVENUE, PALATINE, ILLINOIS 60067
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.8750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of APRIL 1, 2003, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND SEVEN EIGHTHS percentage point(s) (2.8750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

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VMP-822B (9/08).02

VMP MORTGAGE FORMS • (800)621-7291

Form 3111 3/85

DPS 406
Initials _____

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AS TRUSTEE UNDERTAKING AGREEMENT (Serial No. 1997-28, FEBRUARY 28, 1997) -Borrower

NANCY H. HOUSEBOSCH
-Borrower
(Signature)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

If Leander releases Borrower in writing, Leander shall give Borrower notice of sums paid within 30 days from the date the note is delivered or acceleration, The notice shall provide a period of not less than 30 days from the date the note is delivered or acceleration 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, Leander may invoke any remedy permitted by this Security Instrument without further notice or demand of Borrower.

Transfer of the Property or 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 his 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. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

B. TRANSFER OF THIS PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Coverpart 17 of the Security Instrument is amended to read as follows:

The Newholder will deliver or mail to me a notice of any changes in my interest rates and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and to the title and telephone number of a person who will answer any question I may have regarding the notice.

(E) Nature of Changes
Physical, Chemical, Biological

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payments changes again.

any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for or less than 4.750 %. In other words, my interest rates will never be greater than 12.8750 %.

(D) Interest Rate Changes
The interest rate I am required to pay at the first Change Date will not be greater than 8.750%
in absolute terms of my principal, unless the interest rate increases or decreases on
a quarterly, semi-annual, annual, or bi-annual basis.