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6553/0017 50 001 Page 1 of 7
1998-03-27 09:33:28
Cook County Recorder 33.00

1089304-1/
BOX 260

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LOAN NUMBER: 5232046
200
650120094

ORIGINAL

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 10TH, 1998. The mortgagor is CHARLES H. RADKE , CAROL B. RADKE ("Borrower"). This Security Instrument is given to MERRILL LYNCH CREDIT CORPORATION, which is organized and existing under the laws of DELAWARE, and whose address is P.O. BOX 1975 CORAPOLIS PENNSYLVANIA 15108 ("Lender"). Borrower owes Lender the principal sum of FIFTY THREE THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$53,500.00). 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 01ST 2013. This Security Instrument secures to Lender: (i) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (ii) 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:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS 8020 BIELBY AVENUE.

BEING THE SAME PREMISES CONVEYED TO CHARLES H. RADKE and CAROL B. RADKE BY DEED DATED _____ AND RECORDED IN THE COOK COUNTY RECORDER'S OFFICE IN DEED BOOK _____ PAGE _____. THIS IS A FIRST AND PARAMOUNT MORTGAGE LIEN ON THE ABOVE DESCRIBED PREMISES.

PREPARED BY: Louis Clark
CRAIG CLARKE

PTN# 13-32-100-011

ATGF, INC

which has the address of 8020 BIELBY AVENUE, LA GRANGE, Illinois 60525 ("Property Address");

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Form 304 (Part 2 of 5 pages) 9/90

2. Funds for Taxes and Insurancce. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day specified by Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue prior to the date of payment over this Security Instrument as a lien on the Property; (b) yearly leasehold pyramids or ground rents on the premises; (c) yearly hazard or property insurance premiums; (d) yearly float insurance premiums; (e) yearly mortgage; (f) any sums payable by Borrower to Lender; in accordance with the provisions of paragraph b, in (ii) of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may collect and hold funds in an amount not to exceed the maximum amount a Lender for a deficiency related to taxes or any item of expense for Borrower's account under the federal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2611 et seq. ("ESPAct"), unless another law has applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or other items in accordance with law.

All of the foregoing is referred to in this Security Instrument as the "Property".
 Fixtures now or hereafter in part of the property. All replacements and additions shall also be covered by this Security Instrument.
 BORROWER CERTIFIES that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
 grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and
 will defend geographically to the title to the Property against all claims and demands, subject to any encumbrances of record.
 THIS SECURITY INSTRUMENT combines uniform coverments for natural and non-natural coverments with limited
 variations by jurisdiction to constitute a uniform security instrument covering real property.

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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 lien; 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 attain 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. 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 requisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the requisition.

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.

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13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and if this law is finally interpreted so that the interest or other loan charges, called 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 bring the charge into the permitted limit, and (b) any sum already collected from Borrower which exceeded permitted limits will be reduced to Borrower; provided, however, that the principal owed under this Note or by making a partial prepayment will be reduced as a parallel percentage in without any premium charge under this Note.

12. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenant is void upon termination of the security instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraphs 17, Borrower's covenants shall be joint and several. Any Borrower who ceases to be a party to this Note shall be liable for its obligations hereunder, but does not execute the Note; (ii) is co-signing this Note only to mortgage; grant and convey title to his security interest in the property under the terms of this Note; and (iii) is a bona fide purchaser for value without notice of the security interest.

If the Preparer is a bondholder by Borrower, or if, after notice by Lender to Borrower that the Condemnor offers to make an award of a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized or entitled to apply the proceeds, at its option, either to reparation of part of the Preparer or to the sum so derived by this security instrument, whichever is greater.

In the event of a sale or taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not such 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 received by the Lender under this provision prior to the taking, unless Borrower has paid to Lender the amount of the sums secured by this Security instrument immediately before the taking is less than the amount of the sums secured by this Security instrument at the time of the taking.

condemnation or other proceeding of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspection: Lender or its agent may make reasonable entries upon and inspectors of the Property; Lender shall give Borrower notice at the time of or prior to an inspection specifically regarding cause for the inspection.

8. **Mortgage insurance.** If Lender requires a condition of making the loan secured by this security instrument, Borrower shall pay the premium required to insure the mortgage coverage required to insure 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 premium required to obtain coverage subsequently equivalent to the mortgage insurance previously in effect, from an ultimate insurer approved by Lender. If subsequently individual mortgagor insurancce coverage is not available, Borrower shall pay to Lender monthly a sum equal to one-twelfth of the monthly mortgage insurance coverage paid by Lender under the terms of the original mortgage instrument.

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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.

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 (e.g., 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.

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JUDY JAROS

MY COMMUNION EXERCISES 1/28/95

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

On this, the 11TH day of MARCH, 1998, before me, has subscribed, the undersigned, personally, appeared CHARLES H. RADKE AND CAROL B. RADKE known to me for many years (a) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that THIS executed the same for the purpose hereinabove set forth.

STATE OF ILLINOIS, COOK COUNTY, etc.

[Signature block] The Line for Acknowledgment

BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY RIDEER(S) EXECUTED BY BORROWER WITH IT.

- Adjustable "Alice" Rider
 - Condor Miniature Rider
 - Full Family Rider
 - Graduated Pyramid Rider
 - Pilimmed Uni-Dvelopiment Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Ballion Rider

23. **Advantages of Homebased:** Bottom-of-the-pyramid consumers can benefit from the proximity of the product.

24. **Ridelines to this Security Instrument:** If one or more riders are executed by Darrower and recorded together with this Security Instrument, the coverages of each such rider shall be incorporated into and shall form part of this Security Instrument. [Checkmark if applicable]

21. Acceptation: Remedies, Lender shall have right to recover damages if Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's non-observance of any covenant or agreement under paragraph 17) unless applicable law provides otherwise). The notice shall specify: (a) the date from which Security to commence or terminate is given in writing; (b) by whom the defaulter must be cured; and (c) a date within 30 days from the date the notice is given in writing resulting in the acceleration of the note or instrument or the defaulter on or before the date specified in the notice may result in the notice of the acceleration of the note secured by this security instrument, for example, if the note is payable in installments, by specifying the date of the first payment, (d) that failure to cure the defect on or before the date the notice is given in writing resulting in the acceleration of the note or instrument, unless (e) a date after which the defaulter must be cured; and (f) a date after which the note or instrument may be accelerated by judgment or decree.

22. Remedies. Upon payment of all sums secured by this Security, Borrower shall have discharge of his Security without further liability instrument. Lender shall collect all attorney fees and costs of little evidence.

UNOFFICIAL COPY**Legal Description:**

Lot 26 in Mary F. Bielby's Edgewood Acres Unit #2, being a Subdivision of part of the Northwest Quarter of the Northwest Quarter of Section 32, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 8020 Bielby, LaGange, IL 60525.

Property of Cook County Clerk's Office

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