

# UNOFFICIAL COPY

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1990-04-21 07:54:08  
Cook County Recorder 3150

Permanent Index Number: 0720104018(XXX)

Prepared by:  
Middleberg Riddle & Glann  
2323 Bryan Street  
Suite 1600  
Dallas, Texas 75201

Rebarn to:  
~~ACCUBANC MORTGAGE CORPORATION~~  
PO. BOX 809089  
DALLAS, TEXAS 75280-0000

COOK COUNTY  
RECODER  
JESSE WHITE  
ROLLING MEADOWS

[Space Above This Line For Recording Data]

Loan No: 08714322  
Borrower: KARL ERIK JOHNSON

Data ID: 366

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 9th day of April, 1998.  
The mortgagor is KARL ERIK JOHNSON AND LISA A. JOHNSON, HIS WIFE

This Security Instrument is given to ACCUBANC MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 12377 MERIT DRIVE, #600, P.O. BOX 809089, DALLAS, TX 75251 ("Borrower").

Borrower owes Lender the principal sum of ONE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED and NO/100.....Dollars (U.S. \$ 164,900.00). 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 May 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 all purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 113 IN STRATHMORE SCHAUMBURG UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1969 AS DOCUMENT NUMBER 21822188, IN COOK COUNTY, ILLINOIS.

\*NORTHWEST



NAIL  
TO

ADVANCED TITLE SERVICES, INC.  
102 W. Illinois Street  
St. Charles, IL 60174

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Borrower shall satisfy the lien or take one or more of the following set forth above within 10 days of the filing of the note:  
to a lien which may attain priority over this Security instrument, Lender may file Borrower in notice of record.  
Lender's subsequent filing of this lien to the contrary notwithstanding, Lender's delinquent payment of the property to be paid  
prior to payment of the encumbrance of the lien; or (c) security interest from the holder of the lien in agreement to pay  
Borrower's subsequent assignment of the lien in, legal proceedings which in the Lender's opinion  
did result in the lien by, or demands against Borrower to pay the Lender's (b) demands (a)  
as set in writing to the payee of the obligation which has priority over this Security instrument unless Borrower: (a)  
to Lender's receipt of valid promptly after which has priority over this Security instrument.

Borrower shall pay all damages to the person owed payment directly, Borrower shall promptly furnish  
damages to be paid under this paragraph. If Borrower makes these payments directly, Borrower will notice of  
shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of  
Borrower shall pay these obligations in due manner provided in paragraph 2, or if not paid in full within ten days of  
Borrower which may attain priority over this Security instrument, Lender shall payments of any amount to the  
property which may attain priority to the Lender's name, expenses, accommodations, charges, fines and impositions liable to the  
Lender paragraph 2; third, to receive due notice, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under  
paragraphs 1 and 2 shall be applied first, to any prepayment charges, second, to immovable property  
of the Note.

Upon payment in full of all sums received by Lender in the time of acquisition or sale as a credit  
accruing on or since of the Prepayment, shall pay any Funds held by Lender in the time of acquisition or sale as a credit  
any Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the property, Lender, prior to the  
date of payment in full of all sums received by Lender.

If the deficiency in no more than weeks monthly payments, in Lender's sole discretion,  
Borrower shall pay such sum to Lender the amount necessary to make up the deficiency. And,  
by Lender in accordance with the requirements of applicable law, if the amount of the Funds held  
Borrower for the access funds in accordance with the requirements of applicable law, Lender shall account to  
If the Funds held by Lender exceed the amounts permitted to be held of any applicable law, Lender shall account to  
the additional security for all sums received by Lender.

The Funds held by Lender shall be debited to the Funds held by Lender each debit to the Funds held by Lender  
shall be paid out the Funds, Lender shall give to Borrower, without cause, an annual accountings of the Funds, showing  
Borrower any interest or earnings on the Funds, Borrower paid, Lender shall make up  
in such case Borrower shall pay Lender the amount necessary to make up the deficiency. And,  
by Lender to pay the Escrow Lender when due, Lender may apply Borrower in writing. And,  
Borrower for the access funds in accordance with the requirements of applicable law, Lender shall account to  
If the Funds held by Lender exceed the amounts permitted to be held of any applicable law, Lender shall account to  
the additional security for all sums received by Lender.

The Funds held by Lender may not charge Lender a charge, However, Lender may require Borrower to pay a one-time charge for an  
escrow account, or verify the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law  
to pay the Escrow items, Lender may not charge Lender a charge, However, Lender may hold the Funds, annually analyzing the  
including Lender, if Lender is such an institution, or any Federal Home Loan Bank, Lender shall apply the Funds  
The Funds shall be held in an institution whose deposits are insured by a federal agency, including, or only  
with applicable law.

1. Payment of Principal and Interest; Prepayment and Late Charges. Lender to  
Borrower and Lender covered as follows:

This Security instrument contains covenants for national use and non-national covenants with limited  
enforceability of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
mortgage, grant, and conveyance of the Property is unencumbered, except for encumbrances of record.

Each party agrees to the foregoing is recorded to in this Security instrument as the "Property".  
and fixtures now or hereafter a part of the property. All rights and addendents shall also be covered by the Security  
agreement. All of the fixtures and intangibles on the debt evidenced by the Note and any prepayments and late charges due under the Note.

which has the address of 1920 CLOVERDALE CT  
SCHAUMBURG,  
Illinois  
60191  
[Signature]

**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 2, 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 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 substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender,

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15. Governing Law; Severability. This Security Agreement shall be governed by federal law and the law of the State of California. In addition, the parties may agree to govern this Agreement by the laws of another state or country.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be delivered to the address of Borrower or by mailing it by first class mail unless otherwise specified below; method. The notice shall be directed to the principal place of business of Borrower at its address as set forth above or to such other address as Borrower shall designate in writing to Lender.

13. **Latin Charges.** If the loan accrued by the Security Institution is unpaid, or if it is due which accrues maximum charges, and that law is finally interpreted so that the interest or other loan charge will be collected in full, charges, and that law will be collected by the collector until the principal owed under Note.

12. **Successors and Assignees Board; Joint and Severed Liability** Co-signers, The co-signers and signatories shall bind and be held liable to the successors and assigns of Lender and Borrower, subject to the following:

11. Borrower Not Responsible For Breach Of Any Right Or Duty Under Any Amortization Agreement Or Security Instrument. Except as provided by law, Borrower shall not be liable for any breach of the amortization agreement or security instrument by Lender in connection with any demand made by Lender under the amortization agreement or security instrument.

If the property is demanded by someone, or if, under notice of demand, the owner fails to respond to Lender within 30 days after the date the notice is given, Borrower shall pay all attorney's fees, costs, expenses, and other amounts due to Lender under this Note.

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 the same are then due.

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

9. Inspection. Lepcha of this age can only make reasonable entries upon a full inspection of the property. Lepcha shall give Borrower notice in the time of or prior to an inspection specifically naming clauses liable for the inspection.

or in moratorium becomes available and for the period that Lender (under redefinition) provided by Lender agrees in principle to pay the principal amount required to maintain moratorium in accordance with the applicable law.

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Data ID: 366

**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 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.

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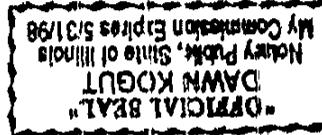
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(Printed Name)

Notary Public

KARL ERIK JOHNSON AND LISA A. JOHNSON, His wife, day of April, 1998, by

My commission expires:

County of Kankakee  
State of Illinois

Please Sign Below The Line For Acknowledgment

LISA A. JOHNSON - Borrower  
.....(Seal)KARL ERIK JOHNSON - Borrower  
.....(Seal)and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, BORROWER ACKNOWLEDGES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT

- (Other(s) (Specify))
- balloon Rider
- graduated Payment Rider
- planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider

- and supplementing the cover arms and agreements of this Security Instrument if the rider(s) were a part of this Security Instrument. (Check applicable box(es))
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Biweekly Payment Rider
  - graduated Payment Rider
  - planned Unit Development Rider
  - balloon Rider

23. Waiver of measurement, 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 cover arms and agreements of each such rider shall be incorporated into and shall amend and supplement the cover arms and agreements of this Security Instrument if the rider(s) were a part of this Security Instrument. (Check applicable box(es))
22. Release, Upon payment of all sums recorded by this Security Instrument, Lender shall release this Security Instrument without charges to Borrower. Borrower shall pay any recording costs.