1998-05-12 12:05:44

Cook County Recorder

31.06

WHIN PROPERTY PERSONNERS STURGE THE MURITARE SERVICES CORPORATION 27555 FARMINETON ROAD FARMINGTON HILLS MI 48334-3314 RESIDENTIAL POST OCUSING / 31 0021

Prepared by AMP RESIDE

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20061448-8

MORTGAGE

THIS MORTGAGE ("Security Instrurient") is given on MAY 87H 1998 MICHAEL A HIRSON MINICAL HIRSON HUSEAND AND WIFE

The mongagor is

("Borrower") This Security Instrument is given to SOURCE TO MORTBAGE SERVICES CORPORATION

which is organized and existing under the laws of CELABARE address is 27555 FARMINGTON HOAD

and whose

FARMINGION HILLS MI 48334-3314

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

ONE HUNDRED SEVENTY MINE THOUSAND MINE HUNDRED AND NO/TOO

). This debt is evidenced by Borrower's note dated the same date as this Security 179 900.00 Dollars (U.S. \$ Instrument ("Note"), which provides for monthly payments, with the full debt, if no paid earlier, due and payable on . This Security Instrument secures to Lender; (a) the repayment of the debt JUNE 1ST 2028 evidenced by the Note, with interest, and all tenewals, 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. Horrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

> LOT # IN CREEKSIDE UNIT 5 BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE Scutheast 1/4 of Section 6 Township 36 North Hange 12 East of the THIRD PRINCIPAL MERIDIAN IN GOOK COUNTY ILLINGIS.

PERMANENT INCEX NO. 27-66 413-035-0000

Parcel ID#:

which has the address of 13960 STCCYTON EN. 38,440 PARK

60467-8645 [Zip Code] ("Property Address"); Illinois

[Street, City],

ILLINOIS Single Family-FNMA/FHLMC UNIFORM Installe MAH

INSTRUMENT Form 3014 SHILL 12001 137 7 14

36052 70061449-6



WAP MORTGAGE FORMAS (800/621 7291

TOCKTHER WITH all the improvements now or hereafter exceed on the property, and all ensements, and fixtures now or hereafter a past of the property. All replacements and additions shall also be covered

his Security Instrument. All of the for going is referred to in this Security Instrument as the "Property."

LORROWER COVENANTS that Borrower is lawfully seized of the estate bereby conveyed and has the right to age, must and convey the Property and that the Property is unencombered, except for encumbrances of second-mor womants and will defend generally the title to the Property against all claims and demands, subject to any become of record

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

d variations by jurisdiction to constitute a uniform security instrument cureting real projectly.

UNIPORM COVENANTS. Borrower and Lender coverant and agree as follows:

2. Preparent of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when the sincipal of and interest on the debt evidenced by the Note and any prepayment and late charges the under the Note.

the flor Tames and Insurance. Subject to applicable law or to a written waiver by Lender, flortower at to Lander on the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: yoully takes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) dy feamhold promputs or ground seats on the Property, if any; (c) yourly based or property insurance promount. unity flood incurres premiums, if any; (e) yearly mortgage incurrace premiums, if my; and (f) my sums pag by Romonner to Lender in accordance with the provisions of passenged 8, in lieu of the payment of mortgage into inters. These items of collect "Esprow home." Londer may, at any time, collect and hold Funds in an amount not to enough the maximum are 9 t a lender for a federally related mortgage bosts may require for Borrower's encoun west under the federal Real estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Suction 260) of seq. ("RESPA"), where another law that applies to the Funds sets a lesser amount. If so, Lander may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of uds due on the basis of current data was casonable estimates of expenditures of future Escrow home or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

scholing Londer, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Eucanu heurs. Lender may not charge in column for holding and applying the Funds, annually analyzing the crow account, or verifying the Escrow Berns, unless lander pays Borrower interest on the Funds and applicable law mails Lander to make such a charge. However, Lander way require Borrower to pay a one-time charge for an conduct and entate tax reporting service used by Lend r in connection with this loan, unless applicable law provides ervier. Unless an agreement is made or applicable law a spires interest to be paid. Lender shall not be required to the Monteness any interest or comings on the Funds. Bostower of Lender may agree in writing, however, that interest all be paid on the Funds. Lender shall give to Borrower, without edware, an annual accounting of the Funds, showing edits and debits to the Panels and the purpose for which each debit so the Panels was made. The Funds are plodged as

additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by hyplicable law, Lender shall account to conveys for the excess. Funds in accordance with the requirements of applicable law. If the amount of the Punds hold y Lander at any time is not sufficient to pay the Escrow Brens when due, Lexiby copy so notify Hortower in writing, and, in such one Borrower shall pay to Leader the amount necessary to make up the deficiency. Borrower shall make

up the deficiency is no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums seconed by this Security Instrument, Lender shall promptly refund to Remount any Punds hald by Lander. If, under pangraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquiration or sale of the Property, shall apply any Punds held by Lender at the time of acquiration or sale as a credit

and the same secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under graphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to Scientific payable

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

4. Charges; Linux. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower. shell pay them on time directly to the person owed payment. Buttours shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender shall promptly furnish. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in uniting to the payment of the obligation secured by the lien in a matter acceptable to Lender; (b) contents in any lies to the payment of the obligation secured by the lien in a matter acceptable to Lender; (b) contents in

good fieth the tien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opi operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to

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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

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 secural by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower ahandons 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 same 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 sur is secured by

this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance 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 circumstates 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 encated 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 of 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 evidence I 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 Portoguer acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in virting.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Legal'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 pricrity 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

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minimum required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a contributionally equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate nortgage insurance approved by Lander. If substantially equivalent mortgage insurance coverage is not available, homoge shall pay to Lander each month a sum equal to one-twelfth of the yearly mortgage insurance premium being unid by Bourower when the insurance coverage lagued or centred to be in effect. Lander will accept, one and retain those appropriate as a loss more or lieu of mortgage insurance. Loss reserve payments may no longer be required, at the union of Lander if mortgage insurance (in the assessment and the the morisot that Lander previous) accorded to n of London, if montage insurance coverage (in the amount and for the period that Lender requires) provided by most approved by Lender again becomes available and is obtained. Homower shall pay the premiums required to a mortunge immunice in effect, or to provide a loss reserve, until the requirement for mortgage insumnice ends h any written agreement hetwoen Borrower and Lender or applicable law.

9. Inspection. Lander or its agent may make removable entries upon and inspections of the Property. Lander shall

arount notice at the time of or prior to an impection specifying reasonable cause for the impection.

Construentian. The proceeds of any award or claim for distages, 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

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the event at a total taking of the Property, the proceeds shall be applied to the sums secured by this Security nt, whether of not then clar, with any excess paid to Bonower. In the event of a partial taking of the Property in simulant, whether of not then che, with any creess pain to encouner, or one vicin is a parson among or one organization that the fair market of the Property immediately before the taking is equal to or greater than the amount of the scanned by this Security Instrument immediately before the taking, unless Burrower and Lender otherwise agree iting, the more secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by allowing functions (a) the cost amount of the sums secured immediately before the taking, divided by (b) the fair me mounting mention: (a) the 20% amount of the sums secured manachery before the taking, divided by (b) the familiar water of the Property impressably before the taking. Any balance shall be paid to Bottower. 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 mans secured immediately before the taking, unless Buttower and Lender otherwise agree in writing or unless applicable has otherwise provides, the property shall be applied to the sums secured by this Security Instrument whether or not the sums are then the fifth the property is abandoned by Bottowert, wif, after notice by Lender to Bottower that the condemnor offices to

make an around or notice a claim for durages, Bery are 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 restoution or sepair of the

y are to the sums secured by this Secretly Instrument, whether or not then chie-

us Lendre and Homower otherwise agree in writing any application of proceeds to principal shall not extend or postpole the due date of the monthly payments referred to a gamenals 1 and 2 or change the amount of such

11. Betreever Net Behand; Forberrance By Lander Net & Walter. Extension of the time for payment or modification of amortization of the sums secured by this Security becomes granted by Lender to any successor in of Bosower shall not operate to science the liability of the original Bosower or Bosower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend ime for payment or otherwise modify amontization of the sums secured by the Security Instrument by reason of any demand made by the original Bonower or Bonower's successors in interest. Any 5 obcarance by Lender in exercising any right or remade shall not be a waiver of or prochale the exercise of any right or remade.

12 Successors and Anigne Bound; Joint and Several Linklity; Co-eigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Iberower, subject to the minus of puragraph 17. Bornower's coverants and agreements shall be joint and several. Any discover who co-signs ment but does not execute the Note: (a) is co-signing this Security Instructival only to mortgage, nt and convey that Ekserower's interest in the Property under the terms of this Security Lestowerst; (b) is not namely obligated to pay the same secured by this Security Instrument; and (c) agrees that Leader and any other e may agree to extend, modify, furbear or make any accommodations with regard to the terms of this Security ment or the Note without that Borrower's coment.

13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan changes, and that how 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, there (a) any such loan charge shall be reduced by the amount may to sudace the charge to the permitted limit, and (b) any sums already collected from Borrower which and permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal cound under the Note or by making a direct payment to Bornower. If a refund reduces principal, the reduction will be mustad as a pastial prepayment without any prepayment charge under the Note.

34. Neathern. Any motice to Bossower provided for in this Security Instrument shall be given by delivering it or by ing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Properly Address or any other address Horiower designates by notice to Lender. Any notice to Lender shall be given by

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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 (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 kight to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security interinstatement discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify interinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) crity of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sams which then would be the under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any refault 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 Lander 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 obligation's 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 service 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 lav.

29. 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 sensences 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, demard, I went or other action by any governmental or regulatory agency or private party involving the Property and any riverdous 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 asbestes 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

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specified in the notice may reconstructed by judicial proceedings of right in relations after accompanion a definite or may other defines of its later.	It is accommention of the mass so not sale of the Property. The antice and the right to assert in the Serci account to accommand and insector ing Lander, at its option, may req-	cured by this Socurity Instrument, shall further inform Borrower of the soure proceeding the non-existence of mee. If the definit is not cured on or sire immediate payment in fall of all-
remotites provided in this paragraph title orbitants.	inframent without forther drawn Londer shall be entitled to collect to 21, hechoding, but not Helitad to, a I came occurred by this Security factor	d and may threeboe this Security all expenses incurred in pursuing the commobile attorneys' then and costs of ment. Lender shall release this Security
this Security Instrument, but only if the in permitted under applicable law. 13. Nature of Permitted, from	If pay any necordation costs, Lendt to be fee is paid to a third party for se- mer waives all right of homestead ex- ment. If one or have noises are exec-	may charge florrower a fee for relaining vices readened and the charging of the caption in the Property, and by Romower and recorded together der shall be incorporated into and shall
Security Bustoment. (Fisch applicable) Adjustable Rate Fisher Gundanted Payment Richt WA Richt	and agreements of this Socurity limites	nent as if the rider(s) were a part of this 1-4 Family Rider
BY SIGNING BELOW, Borrow hartweet and in any rider(s) executed Witnesses:	pr accepts and agrees to the tenna and the Burner and recorded with it.	decoverants contained in this Security Mersel (Sent)
	MUZGA E KERSCH	& Hirsch (San)
STATE OF MLINOIS.	(Scal) -Bosowa	(Sicol)
BRIDE D. COMP.	HISZCH, HIZZSHIG AND HIEE PERSONALLY ERROWN	and for said county and state do besely to use to be the same presents) whom
signed and delivered the said to therein sat forth. Given under my band and official sa	rument, appeared before me this day in patrument as their free and volument, this STH day of	preson, and asknowledged that they entary act, for the uses and purposes. HAY 1958.
My Commission Explore: F-5-200 aran when the commission is a commission of the comm	Notice Public D. LA BLOOA LC SOF OF LUNCE SCHEDONAL STANS	in W Roman
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