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- 18043001 Golden R.R.
-7717933
- DEPT-01 RECORDING \$31.00
 - T#0009 TRAN 2448 05/13/98 09:48:00
 - #9722 S RC #-98-393644
 - COOK COUNTY RECORDER

Prepared by: DENISE FOPPIANO
RECORD AND RETURN TO:
MORTGAGE BANCORP SERVICES
800 E. NORTHWEST HIGHWAY, #100
PALATINE, ILLINOIS 60067

MORTGAGE

Loan No. 6815365

(L)

THIS MORTGAGE ("Security Instrument") is given on May 5, 1998
JAMES L. WITHERS and LAUREN M. WITHERS, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
MORTGAGE BANCORP SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 800 E. NORTHWEST HIGHWAY, #100, PALATINE, ILLINOIS 60067

("Lender"). Borrower owes Lender the principal sum of
One Hundred Sixty One Thousand Six Hundred and
no/100----- Dollars (U.S. \$ 161,600.00).

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 June 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 108 IN PARKVIEW HEIGHTS SUBDIVISION, BEING A SUBDIVISION IN THE
NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL
12, 1978 AS DOCUMENT 24399728, IN COOK COUNTY, ILLINOIS.

98393644

PIN 07-36-210-058-0000
which has the address of

Illinois

60007

ILLINOIS Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90
Amended 5/91
ORILL 198021.01

914 DEBRA LANE

[Zip Code] ("Property Address");

ELK GROVE VILLAGE [Street, City].

BOX 333-CTI



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Because such people deeply distrusted any law which has passed its Society, it naturally followed that they were

4. Changes [Lines] **Borrowers shall pay all taxes, assessments, charges, fees and expenses** incurred by the Lender in connection with the preparation and presentation of any documents or papers required by law or by the Lender to perfect or protect its security interest in the Collateral.

3. Application of Programs. Unless application law provides otherwise, all programs are considered to have been applied.

Upon payment in full of all sums accrued by the Society heretofore, Lessee shall, reasonably submit to Lessor and his Agents, shall apply any Funds held by Lessor at the time of submission of this as a credit against the sum named by

that play to further the same: necessarily to make up the deficiency. Borrowers will take up the deficiency in one more than twice as much measure to pay the former sum than they have due. Lender will only be roughly repaid; borrowers in default, and, in such case, however

If the Friends had by Lawther secured the same possession of the property now, Lawther still would be entitled to his *debt* to the Friends even now. The Friends are indebted to Lawther for all sums received by the Society heretofore.

However, there are other ways in which the same kind of controls can be maintained without the need for such a large number of controls as are required by the present system.

2. Friends for Taxes and Taxmies, subject to stipulations here to 10 a written waiver by Lander, however, before May 10

Lander or his duly notarized attorney presents the due under the Note, until the Note is paid in full, a sum ("Taxes") less: (a) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (b) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (c) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (d) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (e) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (f) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (g) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (h) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (i) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (j) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (k) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (l) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (m) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (n) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (o) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (p) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (q) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (r) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (s) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (t) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (u) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (v) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (w) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (x) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (y) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property; (z) yearly taxes and assessments which may then properly accrue this Society between the time of a loan on the Property.

¹² Programs of protection and promotion, largely aimed at Chinese, Korean and Japanese immigrants, were probably very much one of

UNIFORM COVENANTS. Mortgagor and Lender confirming and agreeing as follows:

PROTECTED COVENANTS that Borrower is lawfully solvent as of the date hereof, and that the covenants made by Borrower in this Agreement are valid, non-voidable and non-contingent under applicable law.

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

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

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

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



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In particular, any notes on how to nominate members for the Society must be given by the chair prior to the meeting.

13. **Final Changes.** If the loan received by the Society becomes subject to a law which makes it difficult to collect the debt, the Board may consent to Borrower's making such changes as will be needed to a point of modification which may be necessary to Borrower. It is agreed that no such provision will be made as to render payment of any principal or interest due by Borrower to the Society or by any other person to whom the same may have been transferred, if such provision would result in a violation of any provision of the State or Federal Constitution or any statute or regulation of the State or Federal Government.

12. *Discussions and Appeals Board; Joint and Several Liability; Contribution*—The contributions and expenses of Landers and Associates, subject to the limitations of the Society, shall be paid by the members of the Society.

11. *Principles That Differentiate Early Learners From Other Learners*. Differentiation of the three core programs of individualized instruction, small group instruction, and whole-class instruction.

Thus, Lander and Horowitz's alternative agrees in arriving at any application of processes to problems that does not extend or

III. Consumption. The proceeds of any kind of claim for damages, direct or consequential, in connection with the consumption of any part of the Property, or for consumption in loss of consumption, are hereby agreed and

2. **Impediment.** Leader of the group may make reasonable objection and interpretation of the Property. Leader shall give his/her reasons of or prior to an impediment specifying reasonable cause for the impaction.

other countries where Argentina's inflationary policies have been adopted, as in Chile, Uruguay and Brazil, the results have been disastrous. In Argentina, however, the inflationary policies have been adopted with a vengeance, and the results have been equally disastrous. The inflation rate in Argentina has averaged over 100% per year since 1975, and it is still rising. The result has been a hyperinflation that has wiped out the savings of millions of Argentines, and has created a social and political crisis that threatens the stability of the country.

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Form 3104-390

10/20/2013 10:01

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

21. ACCORDERATION; REINSTATEMENT. 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

At used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead-based paint, other forms made of 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substances affecting the Property if Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all reasonable steps in accordance with law to remove such substances.

26. **Hazardous Substances.** Borrower shall not cause or permit the practice, use, disposal, storage, or release of any Hazardous Substances on or off 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 proceeding two subsections shall not apply to the premises, one, or storage or the property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

Instruments) 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, Borrowers 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 shall be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have reinstatement of this Security Interest if any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) after garnishment or reforeclosure this Security Interest; or (b) 30 days after the earlier of the Property owner's receipt of the notice of acceleration or the filing of a complaint for foreclosure or garnishment against the Property or Borrower. The earlier of these two dates shall be the date of reinstatement. Before exercise of any power of sale contained in this Security Interest, Borrower shall have the right to do either of: (a) pay the amount due under this Security Interest, or (b) cure any default of any other note covered by this Note as if no acceleration had occurred; (c) pay all expenses incurred in collecting this Security Interest, or (d) take such action as Lender may reasonably require to cure the lien of this Security Interest, least as far as necessary to effect a valid cancellation of the acceleration. Upon reinstatement by Borrower, this Security Interest shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall only be exercised by Borrower if: (i) Lender has not sold the Property or otherwise disposed of it; (ii) Lender has not filed a complaint for foreclosure or garnishment against the Property or Borrower; and (iii) Lender has not filed a complaint for acceleration or otherwise taken any action to foreclose on the Property or otherwise disposed of it.

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 interest. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by law.

17. Transfers 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.

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 of this Security Instrument is determined to be ineffective under 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 void with respect to the conflicting provision.

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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 sum 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 attorney's 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]

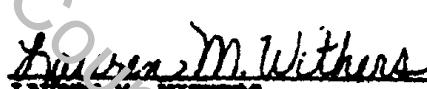
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

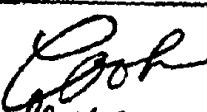
Witnesses:


JAMES L. WITHERS

(Seal)
Borrower


LAUREN M. WITHERS

(Seal)
Borrower


(Seal)
Borrower

(Seal)
Borrower

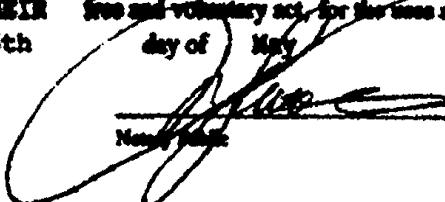
STATE OF ILLINOIS,

I, that JAMES L. WITHERS and LAUREN M. WITHERS, HUSBAND AND WIFE

County of:

, personally known to me to be the same person(s) whom I am requested
to sign and deliver the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 5th day of May, 1998.

My Commission Expires:


Notary Seal

