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1999-08-12 11:34:03
Cook County Recorder 31.00

PREPARED BY AND MAIL TO:
FIRST MORTGAGE NETWORK
861 SW 78th AVENUE
PLANTATION, FLORIDA 33324



99769974

Prepared by:

mortgage.com, inc.
Nina Torres

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 2, 1999 . The mortgagor is Mary H. Erickson and Gary A. Erickson, Wife and Husband

("Borrower"). This Security Instrument is given to First Mortgage Network, a Corporation

which is organized and existing under the laws of The State of Florida , and whose address is 861 SW 78th Avenue, Plantation, FL 33324 ("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy-Five Thousand and 00/100

Dollars (U.S. \$ 175,000.00). 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 August 1, 2029 . 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 City of Orland Park, Cook County, Illinois:

LOT 87 IN OAK MEADOWS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS A FIRST LIEN PURCHASE MONEY TRANSACTION. BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY A CERTAIN DEED TO BE RECORDED SIMULTANEOUSLY HEREWITH.

Parcel ID #: 2709123002

which has the address of 14511 S. Oakley Ave., Orland Park

[Street, City],

Illinois 60462 [Zip Code] ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

Initials: *[Signature]* INSTRUMENT Form 3014 9/90 Amended 8/96

VMP-6R(IL) (9808.01)

BOX 333-CT



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Form 3014 9/90

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NMP-6R(1L) (9608).01

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) consents in good faith the lien is enforced against the property or 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 affect the security instrument 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 affect the security instrument 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 Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. Charges; Liens. 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 shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

third, to interest due; fourth, to principal due; and last, 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 due under the Note; second, to amounts payable under paragraph 2;

Funds held by Lennder. If, under paragraph 21, Lennder shall acquire or sell the Property, Lennder, prior to the acquisition or sale of the Property, shall apply any Funds held by Lennder at the time of acquisition or sale as a credit against the sums secured by

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall make up the deficiency in no more than three (3) business days. If the amount of the Funds held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall pay to Borrower the amount necessary to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than three (3) business days.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower and Lender any interest or earnings on the Funds.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually stabilizing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may charge for a late payment service fee as described below.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Hector items or otherwise in accordance with applicable law.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that 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.

If any, (e) yearly mortgage insurance premiums, if any); and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited application by jurisdiction to constitute a unitary security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

structures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

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

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a Law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected 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 reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any premium charged under the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to roar rage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument or the terms of this Note; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or discharge the sums secured by this Security Instrument; and (d) is not personally obligated to pay the sums made any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not the same are then due.

If the Property is otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 such payments.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the same is due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, 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 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 multiplied by the following fraction:

10. Condemnation: The proceeds of any award of damages, other than compensation, in condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Borrower notice at the time of or prior to an inspection specifying reasonsable cause for the inspection.

Insurancce ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ceases.

payments may no longer be required, at the option of Lennder, if mortgage insurance coverage (in the amount and for the period

me-twelfth of the early mortgage 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

obtain coverage equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the costs 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

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Initials:

Initials:

of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement by notice to Borrower. Any notice provided for in this section shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

relate to health, safety or environmental protection.

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

Environmentally remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substances affecting the property is necessary, Borrower shall promptly take of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that government or regulatory agency or private party involving the property and any Hazardous Substances or Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

residential uses and to maintainance of the property.

property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the release of Hazardous Substances on or in the property. Borrower shall not do, nor allow anyone else to do, anything affecting the

20. Hazardous Substances. Borrower shall not cause or permit the release, use, disposal, storage, or release of any

information required by law.

change of the new Loan Service and the address to which payments should be made. The notice will also contain any other address of the new Loan Service and the address to which payments should be made. The notice will also contain any other

given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and or more changes of the Loan Service unrelated to a sale of the Note. If here is a change of the Loan Service, Borrower will be one as the "Loan Service") that collects monthly payments due under the Note and this Security Instrument. There also may be one instrument (may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (knowmow

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security

not apply in the case of acceleration under paragraph 17.

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remitiate shall

Security instrument shall continue unchanged. Upon remitiation by Borrower, this Security Instrument and the this Security instrument shall continue unchanged. Under this instrument to pay the sums secured by

that the lien of this Security instrument, Lender's rights in the property and Borrower's obligation to pay the sums secured by including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assure

cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b)

Security instrument; or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower: (a) pays applicable law may specify for remittance) before sale of the property pursuant to any power of sale contained in this enforcement of this Security instrument disclosed at any time earlier of: (a) 5 days (or such other period as

less than 30 days from the date the notice is delivered within which Borrower must pay all sums secured by this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies of this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this instrument if it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

jurisdiction in which the property is located. In the event that any provision of this Security Instrument or the Note can be

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

to be severable.

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

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

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

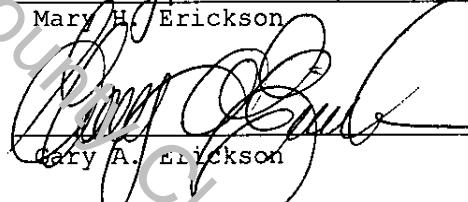
Witnesses:



Mary H. Erickson

(Seal)

-Borrower



Gary A. Erickson

(Seal)

-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS, COOK

I, *THE WITNESSES SIGNED*
that Mary H. Erickson & Gary A. Erickson

County ss:

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

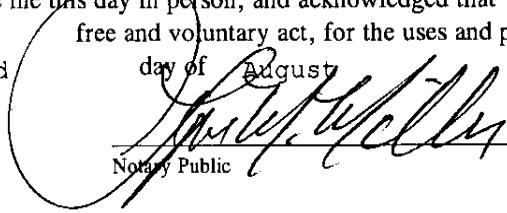
Husband & Wife

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their

Given under my hand and official seal, this 2nd

free and voluntary act, for the uses and purposes therein set forth.

day of August , 1999



Lynn M. Miller

Notary Public

My Commission Expires:

