

# UNOFFICIAL COPY

99031607

8567024103 001 Page 1 of 9

1999-01-12 13:15:03

Cook County Recorder

37.00

Prepared by:

Mail to:

FT Mortgage  
8001 N. Stemmons Fwy  
Dallas, TX 75247



99031607

(Space Above This Line For Recording Data)

MONEY LOANED

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 10  
1998 . The mortgagor is JAMES W. GERTIE AND KIMBERLY A. GERTIE, husband and wife.

CT 7284237 zmclo

9

("Borrower"). This Security Instrument is given to  
FT MORTGAGE COMPANIES, D/B/A MNC MORTGAGE , which is organized and  
existing under the laws of KANSAS and whose address is  
8001 NORTH STEMMONS FREEWAY, DALLAS, TEXAS 75247 ("Lender").  
Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY ONE THOUSAND AND NO/100 Dollars  
(U.S. \$ 121,000.00 ). 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 JANUARY 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 COOK  
County, Illinois:

FOR LEGAL DESCRIPTION, SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF .

which has the address of 3605 KINGFISHER LANE , ROLLING MEADOWS ,  
Illinois 60008 [Street] [City]  
("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all  
easements, appurtenances, and fixtures now or hereafter a part of the property. All of the  
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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed  
and has the right to mortgage, grant and convey the Property and that Property is

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90 (page 1 of 8 pages)

LP392A 07/95

9619560

BOX 333-CTI

## UNOFFICIAL COPY

LP392B 07/95

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3014 9/90 (Page 2 of 8 pages)  
 Principal due; and last, to any late charges due under the Note.  
 Note, second, to amounts payable under Paragraph 2; third, to interest due; fourth, to  
 by Lender under Paragraph 1 and 2 shall be applied first, to any prepayment charges due under  
 the Note, unless applicable law provides otherwise, all payments received

by Lender at the time of acquisition or sale as a credit against the sums secured by the Security  
 instrument.  
 the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held  
 refund to Borrower any Funds held by Lender. If, under Paragraph 2, Lender shall acquire or sell  
 Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly  
 deficiency in no more than twelve monthly payments, at Lender's sole discretion.  
 Lender shall account to Borrower for the excess Funds in accordance with the requirements of  
 Lender shall exceed the amounts permitted to be held by this applicable law.  
 if the Funds held by Lender exceed the amounts secured by this Security instrument.

Funds are pledged as additional security for all sums secured by this Security instrument.  
 Funds and debts to the Funds and the purpose for which each debt to the Funds was made. The  
 credits and debts to the Funds and annual accounting of the Funds, showing  
 Funds. Lender shall give to Borrower, without charge, an annual account of the Funds, however,  
 Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the  
 interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the  
 unless applicable law provides otherwise. Unless an agreement is made or connection with this loan,  
 for an independent real estate tax reporting service used by Lender in one-time charge  
 Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge  
 Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying  
 Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge  
 instrumentality, or entity including Lender, if Lender is such an institution) or in any Federal Home  
 The Funds shall be held in an institution whose deposits are insured by a federal agency,  
 applicable law.

reasonable estimates of expenditures of future Escrow items or otherwise in accordance with  
 lesser amount Lender may estimate the sum of Funds due on the basis of current data and  
 amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the  
 Section 2601 et seq. (RESPA), unless another law applies to the Funds sets a lesser  
 Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C.  
 federally related mortgage loans may require for Borrower's escrow account under the federal  
 any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a  
 payment of mortgage insurance premiums. These items are called "Escrow items". Lender may, at  
 payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the  
 flood insurance premiums, if any); (c) yearly mortgage insurance premiums, if any); and (f) any sums  
 ground rents on the Property, if any); (d) yearly hazard or property insurance premiums; (d) yearly  
 priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or  
 the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain  
 Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until  
 any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall  
 promptly pay when due the principal of and interest on the debt evidenced by the Note and  
 UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform  
 covenants with limited variations by jurisdiction to constitute a uniform security instrument  
 covering real property.  
 the title to the Property against all claims and demands, subject to any encumbrances of record.  
 unencumbered, except for encumbrances of record. Borrower warrants and will defend generally  
 UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

# UNOFFICIAL COPY

**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. If Borrower makes these payments directly, 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 writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts 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 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

# UNOFFICIAL COPY

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 then 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 less than the amount of the sums secured

specifying reasonable cause for inspection.

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

8. Mortgage Insurance. If Lender recycles mortgaged 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 cost to Borrower of the mortgage insurance previously obtained from an alternative mortgage insurer at the cost to Lender to the extent that a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when mortgage insurance is not available, Borrower shall pay to Lender each month a sum equivalent to one-twelfth of the yearly mortgage insurance premium being paid by Lender when no longer be required, at the option of Lender, if mortgage insurance losses reserve payments retain these payments as a losses reserve to be in effect, Lender will accept, use and amount and for the period that Lender requires, provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect until the premium for the period for which the mortgage insurance ends in accordance with any written agreement between Borrower and Lender or

7. Protection of Lenders' 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 Lenders' rights in the Property (such as a proceeding 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 attorney 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.

in forfeiture of the Property or otherwise impair the Lien created by this Security instrument or Lenders' 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 Lenders' 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 that, in Lenders' good faith determination, precludes forfeiture of the Borrower's interest in the application process, gave materially false or inaccurate information or statements to Lender or 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 title shall not merge unless Lender agrees to the merger in writing.

by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender 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.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 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.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**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 mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**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 prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

# UNOFFICIAL COPY

LP392F 07/95

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 301A 9/90 (page 6 of 8 pages)

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 conflicts with applicable law, such conflict shall affect other provisions of this Security Instrument or the Note conflicts with which can be given effect without the conflicting provision. To this end the provision 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 law as of the date of this Security instrument.

18. 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.

19. 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 (a) 5 days (or such other period as applicable law may specify for reinstatement) or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower before sale of the property pursuant to any power of sale contained in this Security instrument, pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney 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 obligations to pay the sums secured by this Security instrument shall continue unchanged. Upon reinstatement to pay the sums secured by this Security instrument, Lender shall be made whole for any deficiency as if no acceleration had occurred. However, this right to reinstate shall not apply fully effective as if no acceleration had occurred. However, this obligation shall remain by Borrower, this Security instrument and the obligations secured hereby shall remain to pay the sums secured by this Security instrument shall continue unchanged. Upon reinstatement to pay the sums secured by this Security instrument, Lender shall be made whole for any deficiency as if no acceleration had occurred.

20. Hazarous 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 or regulation, or any government authority having actual knowledge of the Property or other action by any government authority or private party involving the Property or the environment of the Property.

# UNOFFICIAL COPY

99031607

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 the 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))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) (specify)      |   |   |



# UNOFFICIAL COPY

99031607



## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007784237 AH  
STREET ADDRESS: 3605 KING FISHER LANE  
CITY: ROLLING MEADOWS COUNTY: COOK  
TAX NUMBER: 02-35-207-016-0000

**LEGAL DESCRIPTION:**

LOT 1784, IN ROLLING MEADOWS UNIT NO. 11, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35 AND PART OF THE WEST 1/2 OF SECTION 36, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF KIRCHOFF ROAD IN COOK COUNTY, ILLINOIS.