

UNOFFICIAL COPY

**AMERICAN TITLE COMPANY
33 NORTH DEARBORN STREET
CHICAGO ILLINOIS 60602**

4001651

{Space Above This Line For Recording Data}

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 4, 1991
19 The mortgagor is Gerald L. Happe and Diane M. Happe, his wife.....
..... FIDELITY FEDERAL SAVINGS BANK ("Borrower"). This Security Instrument is given to
under the laws of THE UNITED STATES OF AMERICA which is organized and existing
.... 5455 West Belmont Avenue, Chicago, IL 60641 and whose address is
Borrower owes Lender the principal sum of ...three thousand Five Hundred and 00/100
..... Dollars (U.S. \$ 3,500.00). 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 October 10, 1993 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 prop-
erty located in Cook County, Illinois:

Lot 179 in Reuter's Park addition, being a Subdivision of that part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 40 North, Range 12, East of the Third Principal Meridian, lying South of a line which is 215.5 feet South, measured at right angles, to the South line of Grand Avenue in Cook County, Illinois.

P. L. N. # 12-28-427-005-0000

THIS IS A JUNIOR MORTGAGE

which has the address of 9621 Richard Ave., Franklin Park

Illinois 60131 ("Property Address");

Franklin Park
(City)

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 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."

DROWNER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title in the Property against all claims and demands, subject to any encumbrances of record.

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.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 WSO (page 1 of 6 pages)

1991 S.A.F. Systems & Forms, Inc.
Chicago, IL • 1-800-323-3000

UNOFFICIAL COPY

16. Borrower's Copy. Borrower shall be given one countermarked 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 a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) in trust for the benefit of the Noteholder.

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 or the Note cannot be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note 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 shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision.

13. **Loan Charges.** If the loan secured by this Security Interest 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 limits; and (b) any sums already collected from Borrower which exceed the charge to the permitted limits, shall be refunded by Lender to Borrower.

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, co-signers and agreeements 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; (b) is co-signing this Security Instrument only to modify; (c) agrees that Lender and any other Borrower may agree to extend, modify, renew or replace or make any accommodations with regard to the terms of this Security Instrument at the date without the prior written consent of the other Borrower.

Unless a Lender and a Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the nonentity payables referred to in paragraphs 1 and 2 or change the amount of such payables.

11. Borrower Not Held liable; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the loans secured by this Security instrument granted by Lender to any accecator in respect of Borrower shall not operate to release the accecator from liability of the original Borrower or Borrows in intereat or otherwise make it liable to Lender for any amounts due under this Agreement.

In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not there is any excess paid to Borrower. In the event of a partial taking of the Property in which the 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 agree in writing, the amounts secured 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.

which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security Instrument before the taking, unless Borrower and Lender agree in writing, any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the 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 agree in writing, the amounts secured by this Security Instrument shall be reduced by the amount of the sums secured by this Security Instrument before the taking.

If the total amount of the sums secured immediately before the taking, divided by the fair market value of the Property immediately before the taking, is less than the amount of the sums secured by this Security Instrument before the taking, unless Borrower and Lender agree in writing, any balance shall be paid to Borrower, and the remainder shall be applied to the sums secured by this Security Instrument before the taking.

10. **Condemnation.** The proceeds of any award or claim for damages, 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 assigned

9. Imprecision. Leader or his agent may make reasonable cut-offs upon and imprecisions of the Property. Under such give Borrower notice at the time of or prior to an inspection specifically cause for the imprecision.

UNOFFICIAL COPY

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 enjoin laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender. If mortgage insurance coverage (in the 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, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

400151

UNOFFICIAL COPY

3. 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 until included in the period of insurance, or until the property is no longer used for the purpose for which it was originally intended.

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) commences in good faith the lien by, or defers and agrees to deferment of the lien, legal proceedings which in the Lender's opinion relate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender to discharge the lien by, or defers and agrees to deferment of the lien in a manner acceptable to Lender.

3. Charcoal; Lenses, Borrower shall pay all taxes, assessments, charges, times and impossibilities irreconcilable to the property which may accrue priorly over this Security Instrument, and leasehold property as of 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

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 this Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under this Note.

Upon payment in full of all sums secured by this security instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 2, Lender shall agree or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums received by the Security Instrument.

If the funds held by Lender exceed the amount 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 requirements of applicable law, Lender may so notify Borrower in writing, and, in such case any time is not sufficient 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 take up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

1. **Payment of Principal and Interest:** Prepayment shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment made by the Noteholder shall be applied pro rata to the Note and any other debt held by the Noteholder.

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 accrue prior to the date of prepayment, if any; (b) yearly hazard insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly leasehold payments or ground rents on the property, 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 monthly insurance premiums. These items are called "Escrow Items". Escrow Items, if any, in lieu of the payment of monthly insurance premiums, if any, will be included in the amount of Funds due on the basis of current due and payable amounts or otherwise Escrow Items or otherwise in accordance with applicable law.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

UNOFFICIAL COPY

23. Waiver of Homesteded, Borrower waives all right of homesteaded exemption in the Property.
Instrument without charge to Borrower, Borrower shall pay any recording costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument provided that the date specified by Lender is prior to the date of title evidence.
21. Interdum, Lender shall be entitled to collect all expenses incurred in persuading the remedies provided in
this paragraph, but not limited to, reasonable attorney fees and costs of title evidence.
by judgment proceeding, Lender shall be entitled to collect all expenses incurred in persuading the remedies provided in
of all sums secured by this Security Instrument further demand and may foreclose this Security Instrument
is not cured on or before the date specified in the notice, Lender in its option may require immediate payment in full
extinguishing the non-existence of a default or any other defense of Borrower to assert in the foreclosure,
shall further inform Borrower of the right to require further acceleration and foreclosure if the notice
of the sums secured by this Security Instrument, unless specified by judgment proceeding and sale of the property. The notice
be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must
default; (a) the notice shall specify (b) the action required to cure the default must
unless applicable law provides otherwise). The notice shall specify (but not prior to acceleration, if the notice
breach of my covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's
21. Acceleration; Remedies, Lender shall have further covenants and agree as follows:
NON-UNIFORM COVRNANTS, Borrower and Lender further covenant and agree as follows:

that relate to health, safety or environmental protection.
used in this paragraph 20, "Environmental Law," means federal laws and laws of a state if regulation is located
by Environmental Law and the following subsections: asbestos, corrosive, other dangerous products, toxic
pesticides and herbicides, volatile solvents, industrial contamination of groundwater, and radioactive materials. As
a used in this paragraph 20, "Hazardous Substances," are those substances defined as toxic or hazardous substances
regulatory authority having or likely to have jurisdiction of any Hazardous Substances affecting the Property is necessary,
Environmental Law of which Borrower has actual knowledge. If Borrower letters, or is notified by any government or
any government of regulatory authority having or likely to have jurisdiction, defining, defining by
Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
Borrower may remove or alter remediation of any Hazardous Substances affecting the Property is necessary,
Environmental Law of which Borrower has actual knowledge. If Borrower and any Hazardous Substances
regulatory authority having or likely to have jurisdiction of any Hazardous Substances affecting the Property is necessary,
to normal residential uses and to insurance of the property.

use, or storage on the property of small quantities of Hazardous Substances that are generally recognized to be present,
the Property that is in violation of any Environmental Law. The preceding two subsections shall not apply to the presence,
of my Hazardous Substances on or in the property, Borrower shall not do, nor allow anyone else to do, anything affecting
20. Hazardous Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release
The notice will also contain any other information required by applicable law.
The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.
Service, Borrower will be given written notice of the change in accordance with the Note. If there is a change of the loan
also may be one or more changes of the loan servicer unrelated to a sale of the Note. If the Note is not payable in
(known as the "loan service contract"), this collects monthly payments due under the Note and this Security Instrument. There
instrument may be sold or more times without prior notice to Borrower. A sale may result in a change in the entity
19. Sale of Note, Change of Lender, Lender or a partial interest in the Note (together with this Security
right to remitate shall not apply in the case of acceleration under paragraph 17.
strument and (b) entity of a judgment entered, upon collection in such manner to pay
the sums secured by this Security Instrument shall continue unchanged. Lender's rights in the Property and Borrower's
require to assure that the loan of this Security Instrument, Lender's rights in the Property and Borrower's
Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably
ocurred; (b) cures any default of my other creditors or agreements; (c) pays all expenses incurred in enforcing this Security
(a) pays Lender all sums which then would be due under this Security Instrument and the Note is to no acceleration had
Security Instrument, or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower
as applicable law may apply for reinstatement) before sale of the Property pursuant to any power of sale contained in this
enforcement of this Security Instrument disclosed in my time prior to the earlier of: (a) 5 days (or such other period
18. Borrower's Right to Remand, If Borrower meets certain conditions, Borrower shall have the right to have
any remedies permitted by this Security Instrument without further notice or demand on Borrower.
by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke
of not less than 30 days from the notice to deliver or mailed within which Borrower must pay all sums secured
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period
secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general
law as of the date of this Security Instrument.
person) without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums

UNOFFICIAL COPY

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] | | |

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:

Gerald L. Hoppe(Seal)
Gerald L. Hoppe - Borrower

Diane M. Hoppe(Seal)
Diane M. Hoppe - Borrower
Social Security Number 329-58-9749

(Space Below This Line For Acknowledgment)

#1-00-5419-2
MAIL TO
FIDELITY FEDERAL SAVINGS BANK
5455 W. Belmont Ave.
Chicago, IL 60641
ATTN: Eileen Smolek

THIS IS A JUNIOR MORTGAGE

100-6551

STATE OF Illinois.....
COUNTY OF Cook } SS:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Gerald L. Hoppe and Diane M. Hoppe, his wife, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act (his, her, their) and deed and that they executed said instrument for the purposes and uses therein set forth. (he, she, they)

Witness my hand and official seal this 4th day of October, 1991.

My Commission Expires:

.....(SEAL)
Notary Public

This instrument was prepared by Eileen F. Smolek

44771