

Permanent Index Number: 29-09-201-047

03034511

Prepared by: Middleberg Riddle & Gianni
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

Return to: ACCUBANC MORTGAGE CORP.
1 EAST 22ND STREET, #600
LOMBARD, ILLINOIS 60148

(Space Above This Line For Recording Data)

DEPT-01 RECORDING \$27.00
T#9999 TRAN 2137 12/17/93 09:09:00
H5093 # 41-103-034511
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 13th day of December, 1993.
The mortgagor is JUANITA L. RICHARDSON, AN UNMARRIED WOMAN

(“Borrower”).
This Security Instrument is given to AMERICAN STATES MORTGAGE, INC., A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 915 W. 175TH STREET, HOMEWOOD, ILLINOIS 60430.

(“Lender”).
Borrower owes Lender the principal sum of FORTY-EIGHT THOUSAND SIX HUNDRED and NO/100----Dollars (U.S. \$ 48,600.00). 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 January 1, 2024. 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 7 (EXCEPT THE WEST 6 FEET THEREOF) AND LOT 6 IN BLOCK 2 IN AVALON ADDITION,
BEING A SUBDIVISION OF THE NORTH 1/2 OF LOT 1, THE NORTH 1/2 OF LOT 2, THE SOUTH 1/2
OF LOT 1 AND LOT 3 (EXCEPT THE NORTH 20 ACRES), IN VERHOEVEN'S SUBDIVISION, IN THE
NORTHEAST 1/4 OR SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 29-09-201-047

which has the address of 109 EAST 146TH STREET,

Illinois [Street]
60419 [Zip Code]

(City)
("Property Address");

DALTON,

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."

BORROWER 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 to 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.

03034511

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not deteriorate, damage or impair the Property, allow the Proprietor to deteriorate, or commit waste on the Property.
unreasonableably withheld, or unless, exceptually circumstances extra which are beyond Borrower's control, Borrower shall
for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be
after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence
lessehold. Borrower shall remain of the Property for a period within sixty days
6. Occupancy, Pre-termination, Maintenance and Removal of the Property. Loan Appointments
accrued by the Security Instrument prior to the termination.
procceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums
or payments. If under paragraph 21 the Proprietor is acquired by another right to any insurance proceeds and
Lender's Lessee under the month-by-month payment preferred to in paragraphs 1 and 2 or change the amount of the
or possible due date of the month-by-month payment preferred to proceed to principal shall not exceed
Lender's Lessee Lender and Borrower alike agree in writing, any application of proceeds to principal shall be
due per diem will begin when the notice is given.

reparte or estate to pay sums accrued by the Security Instrument, whether or not then due. The 30.
carries his offer to settle a claim, then Lender, may collect the instrument, Lender may use the proceeds to
Borrower, if Borrower abandons the Property, or receives no answer within 30 days a notice from Lender that he measures
shall be applied to the sums accrued by this Security Instrument, whether or not then due, with any excess paid to
it the reversion or capital is not economically feasible, Lender's security would be vacated, the trustee proceeded,
repairs of the Property damage, if the reversion is economically feasible, security is not vacated,
unless Lender and Borrower otherwise agree in writing, insurance premium or
insurance carrier and Lender, Lender may make good of loss, if not made promptly by Borrower
will receive of paid premium and interest, in the event of loss, Borrower shall file a complaint notice to the
Lender shall have the right to hold the policies and renewals, if Lender requires, Borrower shall promptly file to Lender
All insurance policies shall be to Lender and shall include it all standard mortgage clauses.
Lender may, in Lender's option, obtain coverage to protect Lender in the ordinary
to Lender approves, the Lender shall not be uninsuredability without, the Proprietor in the usual
for the periods that Lender requires, the insurance carrier provides the insurance shall be chosen by Borrower unless
including foods or clothing, for which Lender requires, renewals, the term, "auto and other hazards,
the Proprietor incurred liability loss by fire, hazards included within the insurance, "and any other hazard,
3. Hazard or Property Insurance. Borrower shall keep the insurance or liability of the
Borrower shall take care of the actions shall result from above within 10 days of the giving of notice,
in a lien which may attach priority over the instrument, Lender may give Borrower a notice in
Lender authorizing the Lender to this Security instrument, if Lender paid part of the Proprietor in
opposite to prevent the enforcement of the lien in legal proceedings which in the Lender's opinion
good faith the lien by, or defects against any of the instruments received by the Lender to Lender's opinion
Borrower shall promptly discharge any lien which has paid by Lender to the Note; or in a manner unacceptable to Lender (b) contains in
4. Changes; Lien. Borrower shall pay all taxes, assessments, charges, fees and amounts payable
under paragraph 2; third, to interfere due; fourth, to promptly due; and to any late charges due under the Note.
parcels; and 2 shall be applied; first, to duly preparedment charges, all payments received by Lender under
3. Application of Payments; Lender shall be liable to the Proprietor, Lender shall pay
allowable deduction of the instrument, Lender shall pay monthly to the Proprietor or Lender to the
any funds held by Lender, the instrument to the Proprietor or Lender shall pay monthly to the Proprietor
Borrower about pay priority over the instrument, Lender shall pay monthly to the Proprietor, Lender, if any,
Property which may attach to the instrument, or (c) receives from the Lender in appropriate to the
Lender authorizes the Lender to the enforcement of the instrument, Lender shall pay monthly to the Proprietor
good faith to the instrument of the instrument received by the Lender to Lender's opinion
Borrower shall promptly discharge any lien which has paid by Lender to the Note; or in a manner unacceptable to Lender (b) contains in
recipients evidencing the payments.

to be paid under this paragraph, if Borrower makes late pay monthly to the instrument
to him on time directly to the Proprietor, Lender shall pay monthly to the Proprietor until notice of nonpayment
Borrower about pay obligations in the instrument, if Lender paid in paragraph 2, or it not paid in this manner, Borrower shall
Property which may attach to the instrument, or (c) receives from the Lender in appropriate to the
Lender authorizes the Lender to the enforcement of the instrument, Lender shall pay monthly to the Proprietor
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good faith to the instrument of the instrument received by the Lender to Lender's opinion
Borrower shall promptly discharge any lien which has paid by Lender to the Note; or in a manner unacceptable to Lender (b) contains in
recipients evidencing the payments.

upon payment in full or a sum secured by this Security instrument or Lender, prefer to the
any funds held by Lender, the instrument to the Proprietor or Lender shall pay monthly to the Proprietor
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Borrower shall promptly discharge any lien which has paid by Lender to the Note; or in a manner unacceptable to Lender (b) contains in
recipients evidencing the payments.

the difference in no more than twelve months necessary to make up the difference, in Lender's
in such case Borrower shall pay to Lender the amount necessary to make up the difference.
Borrower for the excess funds in accordance with the applicable law, if the amount of the Funds held
by Lender for any time is not sufficient to pay the instrument of the Proprietor, Lender shall pay monthly to the
Borrower for the excess funds in accordance with the applicable law, if the amount of the Funds held
by Lender to make such a charge, However, unless Lender pays Borrower interest on the Funds held
per month, or verifying the Escrow items, Lender may hold up the instrument of the Proprietor to the
to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, unusually holding the
(including Lender, if Lender is such an institution), or in any Federal Home Loan Bank, Lender shall pay monthly to the
The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity
applicable law.

parts of current and reasonable estimates of expenditures of future Escrow items to accommodate with
and hold Funds in an amount not to exceed the lesser amount, Lender may assume the amount of Funds due on the
under the federal Equal Credit Opportunities Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq,
exceed the maximum amount in reasonably related mortgagel loan may require for Borrower to pay in
maximum, These items are called "Escrow items", Lender may collect and hold Funds in an amount not to
Borrower to Lender, in accordance with the provisions of the instrument, Lender may collect or pay monthly to
yearly fixed insurance premiums on the round rents on the Property, if any, (e) yearly monthly hazard or property insurance
pay to Lender on the day monthly payment due under this Note, until the Security instrument is a lien on the
2. Funds for Taxes and Insurance. Subject to applicable law, or to a written waiver by Lender, Borrower shall
the principal of and interest on the debt evidenced by the Note and any preparation due under the Note,
the principal of and interest on the debt evidenced by the Note and any preparation due under the Note,
1. Payment of Principal and Interest; Borrower and Lender, together and agree as follows:

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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.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's 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 of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to insure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sum secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior 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, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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 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.

13. **Loan Charges.** If the loan is secured by the Security instrument is subject to it is with which sets maximum loan charges, and until the 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 limit, then the Note will be governed by the Note.

12. Security instruments shall be held and Borrowser, Co-signer, The co-signers and negotiable instruments of this Security instrument shall be successively held and negotiable instruments of Leender and Borrowsr, subject to the provisions of paragraph 17. Borrower's co-signers and agreements shall be joint and several. Any Borrower, subject to the provisions of paragraph 17, Borrowsr, Co-signer, The co-signers and negotiable instruments shall be held and negotiable instruments of this Security instrument shall be successively held and negotiable instruments of Leender and Borrowsr, subject to the provisions of paragraph 17.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by the Security instruments, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the sum secured by the Security instruments shall be applied to the part taken, the balance being applied to the remaining part.

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 and shall be paid to Lender.

9. **Impression.** Under or its agent may make representations upon and impressions of the property. Lender shall give Borrower notice at the time of or prior to in respect of any sale or lease for the purpose of the property.

Any immovable distributed by bequest under paragraph 7 shall become additional debt of Borrower if the security instrument is otherwise to other terms of payment, these immovable shall belong to Borrower if the debt is unpaid.

7. Protection of Leander's rights in the Proprietary. It is to prevent him from doing so, my take action under the Patents Act, Leander does not have to do so.

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Loan No: 02227452

Data ID: 105

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.

Juanita L. Richardson
JUANITA L. RICHARDSON -Borrower

.....(Seal)
-Borrower

.....(Seal)
-Borrower

.....(Seal)
-Borrower

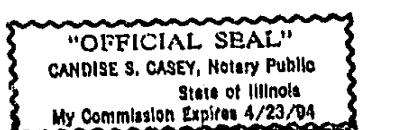
[Space Below This Line For Acknowledgment]

State of ILLINOIS
County of COOK

\$
\$

The foregoing instrument was acknowledged before me this 13th day of December, 1993 by
JUANITA L. RICHARDSON

My commission expires:



Candise S. Casey
Notary Public
Candise S. Casey
(Printed Name)

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Case # 03034511

RECEIVED COOK COUNTY CLERK'S OFFICE
MAY 10 2003

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