

# UNOFFICIAL COPY

AFTER RECORDING RETURN TO:

AMERICAN SAVINGS OF FLORIDA, F.S.B.  
1020 W. 31st STREET, SUITE 230  
DOWNERS GROVE, ILLINOIS 60515



Prepared by:  
ANN HEYING  
DOWNERS GROVE, IL 60515

04075530

DEPT-01 RECORDING \$33.50  
T#0011 TRAN 5108 12/28/94 15:40:00  
#3545 & RV \*-04-075530  
COOK COUNTY RECORDER

MORTGAGE

0330759

THIS MORTGAGE is made this 22ND day of DECEMBER 1994, between the Mortgagor,  
DELORES SIMMONS, AN UNMARRIED PERSON Single never married

AMERICAN SAVINGS OF FLORIDA, F.S.B., a national bank, a corporation organized and  
existing under the laws of THE UNITED STATES OF AMERICA, whose address is  
17801 NORTHWEST SECOND AVENUE, MIAMI, FLORIDA 33169-5089 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$ 72,250.00, which  
indebtedness is evidenced by Borrower's note dated DECEMBER 22, 1994 and extensions and renewals  
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not  
sooner paid, due and payable on JANUARY 15, 2010.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all  
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the  
performance of the covenants and agreements of Borrower herein contained; Borrower does hereby mortgage, grant and convey  
to Lender the following described property located in the County of COOK

State of Illinois:

LOT 19 AND 20 IN BLOCK 18 IN ENGLEWOOD HEIGHTS RESUBDIVISION OF  
WRIGHTS SUBDIVISION OF THE NORTH 1/2 OF THAT PART OF THE EAST 1/2  
OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, LYING EAST OF THE PITTSBURG, CINCINNATI AND  
ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

25-06-207-061

25-06-207-060

which has the address of 8844 SOUTH WINCHESTER, CHICAGO

Street City  
Illinois 60620 ZIP Code (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

VMP-76(ILL) 04081

Form 3814

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Page 1 of 5 Initials \_\_\_\_\_ Date \_\_\_\_\_

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such immovables and for such periods as Lender may require.

5. Hazard 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 such other hazards as Lender may require and in

any mortgagee, dead or alive or other security agreement with a lien which has priority over this Mortgagee, including Borrower's debts, if any.

2. If applicable, and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under and parangraphs 1 and 2 hereof shall be applied by Lender by parangraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

application is a credit against the sums secured by this mortgage.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

Any amount necessary to make up the deficiency in one of more premiums due, or to Lender may require.

If the amount of the Funds held by Lenander, together with the future monthly installments of Funds payable prior to the due date accrued by this mortgage:

**UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:**

Borrower warrants that Borrower is lawfully entitled to the same rights, advantages and immunities as the other co-venturers in all contracts, agreements, covenants, warranties, representations and conditions contained in the instrument referred to in the title to the Property.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all enclosures and rents all of which shall be deemed to be undivided parts of the property covered by this Mortgage, and together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as "the Property."

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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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to

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Form 3B14

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21. **Writings of Homestead Borrower hereby waive all right of homestead exemption in the property.**

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

of the Property, have the right to collect and retain such rents as they become due and payable.

19. Assignment of Rents; Assignment of Property. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 17 hereof or abandonment

18. Borrower's Right to Remodel. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceeding begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage; if: (a) Borrower pays Lender all sums which discontinue and if any sums paid to Lender prior to judgment are applied to the sums due under this Note, Lender would be then under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays Lender all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, but not limited to, reasonable attorney fees; and (d) Borrower takes such action as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney fees; and (e) Borrower pays Lender any reasonable attorney fees and costs incurred by Lender in defending this Note.

17. Acceleration of Borrower's Breach. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgagage, including the covenants to pay when due any sums secured by this Mortgagage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach(s); (2) the action required to cure such breach; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgagage, foreclosure by judgment proceeding, Borrower, by which such breach must be cured; and (5) a date, not less than 10 days from the date the notice is mailed to Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach(s); (2) the action required to cure such breach; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgagage, foreclosure by judgment proceeding, the notice shall further inform Borrower of the right to redeem after acceleration if the sums secured by this Mortgagage are paid in full before the date specified in the notice.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation agreement.

14. Borrower's Copy. Borrower shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and

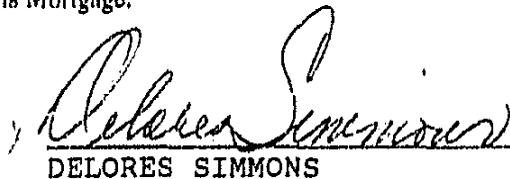
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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage:



Delores Simmons

DELORES SIMMONS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

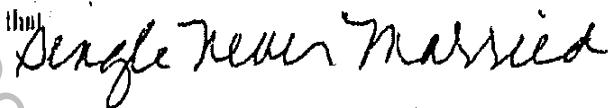
(Sign Original Only)



County ss:

STATE OF ILLINOIS,

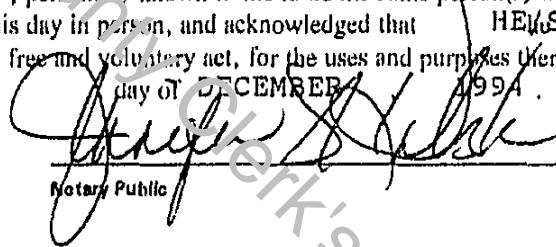
I, the undersigned,  
a Notary Public in and for said county and state do hereby certify that  
DELORES SIMMONS, AN UNMARRIED PERSON



Single Never Married

, 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 HE/SHE  
signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes herein set forth.

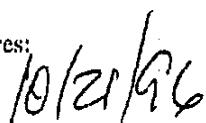
Given under my hand and official seal, this 22ND



Notary Public

day of DECEMBER 1991.

My Commission Expires:



10/21/96



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## TAX AND INSURANCE RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to recover any amounts disbursed for purposes of paying delinquent taxes on the Property and maintaining the requisite level of hazard insurance coverage.

THIS TAX AND INSURANCE RIDER is made this 22ND day of DECEMBER 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to American Savings of Florida, F.S.B. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

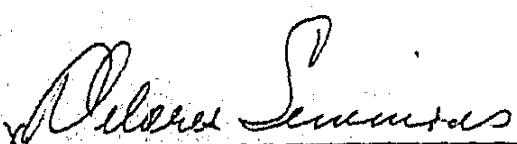
8844 SOUTH WINCHESTER, CHICAGO, ILLINOIS 60620  
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

In the event that Borrower fails to make timely payment of any real property taxes on the Property imposed by any taxing authority, Lender, shall recover from Borrower the amount of any such payment by increasing the twelve (12) monthly payments due under Note following the date of such payment by Lender in an amount equal to one-twelfth (1/12) of the amount disbursed to remove the delinquency.

In the event that Borrower fails to maintain the requisite level of hazard insurance for the Property, Lender, at its option, may purchase such coverage from an insurer of Lender's choice. Lender shall recover from Borrower the amount of any hazard insurance premium paid by increasing the amount of the twelve (12) monthly payments due under the Note following the date of Lender's payment of the hazard insurance premium in an amount equal to one-twelfth (1/12) of the hazard insurance premium.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant set forth in this Tax and Insurance Rider.

  
\_\_\_\_\_  
Borrower DELORES SIMMONS

Borrower

\_\_\_\_\_  
Borrower

Borrower

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## DUE-ON-TRANSFER RIDER

**Notice:** This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this 22ND day of DECEMBER 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AMERICAN SAVINGS OF FLORIDA, F.S.B. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

8844 SOUTH WINCHESTER, CHICAGO, ILLINOIS 60620

(Property Address)

Amended Covenant. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further and agree as follows:

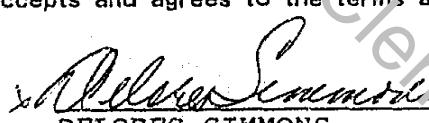
### A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. 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. 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

  
DELORES SIMMONS

(Seal)  
-Borrower  
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(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

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