

# UNOFFICIAL COPY



0720144083

## JUNIOR MORTGAGE Illinois Statutory Form

Mail to:

Doc#: 0720144083 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/20/2007 05:01 PM Pg: 1 of 8

THE MORTGAGOR, Arleathia Hawkins, of the city of Chicago, County of Cook, State of Illinois MORTGAGES AND WARRANTS to Kermit Stepter, whose address is 4027 E. Wilshire Dr. Phoenix, AZ 85008 to secure a certain note in the principal sum of One Hundred Sixty Five Thousand Dollars and no/100. (U.S. \$165,000).

This debt is evidenced by Borrower's note that provides for monthly payments, payable on the first of each month until the full debt is paid. This Security Instrument secures to Mortgagee/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, advance 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

LEGAL DESCRIPTION:	See Attached
Permanent Index Number:	16-23-208-017-0000
Common Address:	3544 W. Douglas Ave., Chicago, IL 60623

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Mortgagor also hereby grants to the Mortgagee, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said land set forth in the declaration of condominium. This mortgage is subject to all rights, easements, covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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. This Security Instrument will also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the "property."

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THIS SECURITY INSTRUMENT combines both uniform and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower will promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 will be applied: first, to interest due; and last charges due under the Note.

**3. Charges; and Liens.** Borrower will pay all taxes, assessments, charges, fines and impositions levied on the Property. Borrower will pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower will pay them on time directly to the person owed payment.

**4. Hazard or Property Insurance.** Borrower will 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 the Lender requires insurance. This insurance will be maintained in the amounts and for the periods that Lender requires insurance. This insurance carrier providing the insurance will be chosen by Borrower subject to Lender's approval that will not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right in the Property in accordance with paragraph 6.

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 economically feasible Lender's security would be lessened, the insurance proceeds will 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, the Lender may collect the insurance proceeds. Lender may use the proceeds to 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 will not extend the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If under paragraph 20 the property is acquired by Lender, Borrower's rights to any insurance policies and proceeds resulting from damages to the property prior to the acquisition will pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower is not required to use the Property as Borrower's principal residence. Borrower will not destroy, damage or impair the property, allow the Property to deteriorate, or commit waste on the Property. Borrower will be in default if any forfeiture action 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 17, 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 will also be in default if Borrower, during the loan application process, gave materially false or

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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 leasehold, Borrower will comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

**6. 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 proceeding in bankruptcy, probate, condemnation or forfeiture or to enforce laws or regulation), the 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's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 will become additional debt of Borrower secured by this Secured Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts will bear interest from the date of disbursement at the Note rate and will be payable, with interest, upon notice from Lender to Borrower requesting payment.

**7. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower will 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 will pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost 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 will 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 will 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 written agreement between Borrower and Lender or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspection of the Property. Lender will give Borrower notice at the time of or prior to an inspection specifying unreasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award of claim for damages, direct or consequential or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to the Lender.

In the event of a total taking of the Property, the proceeds will 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument will be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before taking, divided by (b) the fair market value of the Property immediately before the taking.

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Any balance will be paid to Borrower. In the event of a partial taking of the Property in which in fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise provides, the proceeds will 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 will not extend or postpone due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**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 Security Instrument granted by Lender to any successor in interest of Borrower will not operate to release the liability of the original Borrower or Borrower's Successors interest. Lender will 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's successors in interest. Any forbearance by Lender in exercising any right or remedy will not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Join and Several Liability Co-signers.** The covenants and agreement of this Security Instrument will bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements will 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; (b) is not personally obligated to pay the sums 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.

**12. Loan charges.** If the loan secured by the Security Instrument is subject to a law which sets maxim 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 will be reduced by the amount necessary to reduce the charge of the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit will be refunded to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charges under the note.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument will be given by delivery or by mailing it by first class mail unless applicable law requires use of another method. The notice will be directed to the Property address or any other address Borrower designates by written notice to Lender. Any notice provided for in this Security Instrument will be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** Federal law and the law of the State of Illinois will govern this Security Instrument. In the event that any provision or clause of this 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 several.

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**15. Borrower's Copy.** Borrower will be given one conformed copy of the Note and of this Security Instrument.

**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 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, Lender shall not exercise as of the date of this Security Instrument.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will 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.

**17. Borrower's Right To Reinstate.** If Borrower meets certain conditions, Borrower will 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 judgement 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 covenant or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument will continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation secured hereby will remain fully effective as if no acceleration had occurred. However, this right to reinstate will not apply in the case of acceleration under paragraph 16.

**18. Sale of Note; Change of Loan Servicer.** The Note or 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 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 Service 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 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and address to which payment should be made. The notice will also contain any other information required by applicable law.

In the event Lender decides to sell the Note or a partial interest in the Note, Borrower will be granted a right of first refusal or option to purchase said Note or partial interest.

**19. Hazardous Substances.** Borrower will not cause or permit the presence, use disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences will 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 the maintenance of the Property.

Borrower will promptly give Lender written notice of any investigation claim, lawsuit or other action by any government or regulatory agency or private party involving the Property and any

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Hazardous Substance or Environmental Law of which the 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 will promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "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 paragraph 19, "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:

**20. Acceleration; Remedies.** Lender will 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 16 unless applicable law provides otherwise). The notice will specify: (a) the default; (b) the Borrower; by which the default must be cured; (c) a date, not less than 30 days from the date the notice 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 will further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of 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 without further demand and may foreclose this Security Instrument by judicial proceeding. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of the evidence.

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

**22. Waiver of Homestead.** Borrower waives all rights homestead exemption in the Property.

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.

Dated this <sup>16</sup>~~10~~<sup>th</sup> day of July, 2007

Arleatha Hawkins (SEAL) \_\_\_\_\_ (SEAL)

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(SEAL)

(SEAL)

STATE OF ILLINOIS, COUNTY OF COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arleathia Hawkins is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.



Notary Public



Cook County Clerk's Office

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CODE CHANGE

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME: [REDACTED]

569

AREA SUB-AREA BLOCK PARCEL TAX CODE 77030

16-23-208-17

GOODWINS SUB [REDACTED]

NW 1/4 NE 1/4

SEC.	TOWNSHIP	RANGE	LOT	SUB-LOT	LOT	BLOCK
23	39	13			30	5

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	CD
0	0	0	0	0	0	0	0	0	0	0
46	47	48	49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64	65	66	67
68	69	70	71	72	73	74	75	76	77	78
79	80									
1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9

Property of Cook County Clerk's Office

OK

3544 W. Douglas