

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
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1988 NOV -2 AM 10:35

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71-84-7165

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Number 88504841

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 31, 1988 MARRIED TO STELLA REID The mortgagor is ARNOLD E. REID AND STELLA REID ("Borrower"). This Security instrument is given to FIRST UNION MORTGAGE CORPORATION, which is organized and existing under the laws of NORTH CAROLINA, and whose address is 4300 SIX Forks Road, P.O. Box 18109, Raleigh, North Carolina 27619 ("Lender"). Borrower owes Lender the principal sum of **FORTY-ONE THOUSAND AND 00/100ths Dollars** (U.S.\$41,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2018. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 8 IN BLOCK 10 IN ASHLAND

A SUBDIVISION OF THE NORTH 3/4 AND THE NORTH 33 FEET OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 167 FEET THEREOF) OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

20-18-222-030-0000

which has the address of **5718 SOUTH MARSHFIELD AVENUE, CHICAGO,**

**ILLINOIS 60636** ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

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Case No. 88504841  
Date 02/06/99

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RECEIVED FEB 06 1999 COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

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

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

**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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 19 the Property is sold or 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 application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "hazard coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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 end or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance fees 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.

**Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially impair the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower requires fee title to the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**Action of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the agreements contained in this Security Instrument, or there is a legal proceeding that may affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for enforcement of laws or regulations), then Lender may do and pay for whatever is necessary to protect Lender's rights in the Property. Lender's actions may include paying any sums which has priority over this Security Instrument, appearing in court, paying reasonable expenses of entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

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

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BOX 333-CC

PUBLIC 1600 (1/27) PAGE 4 OF 8  
1340 E., DUNDRE ROAD-SUITES 310  
FIRST UNION MORTGAGE CORPORATION  
RECORD AND RETURN TO: PALATINE, ILLINOIS 60067

MARY KAREN  
PARPARES BY  
PALATINE, IL 60067

MY COMMISSION EXP. APR. 22, 1991  
NOTARY PUBLIC STATE OF ILLINOIS  
CONTINUAL RECORD  
OFFICIAL SEAL

MY Commission expires: 4-22-91

Given under my hand and official seal, this 31st day of October, 1990.

Purposes herein set forth.

In the County of Palatine, State of Illinois, on the 31st day of October, 1990, signed and delivered the said instrument as "Deed", free and voluntary, before me this day in person, and acknowledged that.....  
Anne GTELIA REID, HIS WIFE, subscriber to the foregoing instrument, personally known to me to be the same person(s) whose name(s) appear therein, and for the uses and purposes herein set forth.

State of Illinois, COOK County ss:

(Space below this line for Acknowledgment)

WIFE SIGNING TO MAIVE HOMESTEAD

(Seal) \_\_\_\_\_

STUDIA REID

(Seal)

ARNOLD E. REID

(Seal) \_\_\_\_\_

ARNOLD E. REID

(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

Other(s) [Specify]

Planned Unit Development Rider

Adjustable Rate Rider

Condominium Rider

□

2-4 Family Rider

Adjustable Rate Rider

Instrument, the executed addendum(s) and agreements of this Security Instrument as if the addendum(s) were a part of this Security and similarly terminates, the guarantees and agreements of each such rider shall be incorporated into and shall extend to the same rider with 23, unless to the Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument, the addendum(s) and agreements of each such rider shall be incorporated into and shall extend to the same rider with the Security instrument.

22, unless to the Security instrument, the addendum(s) and agreements of this Security instrument, if the addendum(s) and agreements of this Security instrument terminate, the security interest in the property and recorded together with the Security instrument, the addendum(s) and agreements of this Security instrument terminate, the security interest in the property and recorded together with the Security instrument.

21, unless, upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower, Borrower shall pay any recording costs.

Instrument within one year of termination of this Security instrument.

20, Lender in this paragraph 19, in addition, but not limited to, reasonable attorney's fees and costs of title insurance, provided in this paragraph 19, shall be entitled to reasonable attorney's fees and costs of title insurance.

Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies in full or all sums accrued by this Security instrument without further demand and may prepossess this Security

proceeding in the non-judicial or by action or before the date specified in the instrument to assert in the property, Lender at its option may require immediate payment of the amount due.

shall further inform Borrower of the rights to reinstate after acceleration and the right to foreclose shall be the sum secured by this Security instrument, foreclosed by judicial proceeding and sale of the property. The notice

provided in the notice before the date specified in the instrument may result in acceleration of the note and (d) that failure to cure the deficiency on the date specified in the instrument or

unless stipulated law provides otherwise, the notice is given to Borrower, by which time the default must be cured; and (e) a date, no less than 30 days from the date the notice is given to Borrower, by which time the default must be

accelerated; (f) the notice shall specify: (g) the default; (h) the action required to cure the default; (i) the date of any acceleration or agreement in this Security instrument (but not prior to acceleration) under paragraph 13 and 17

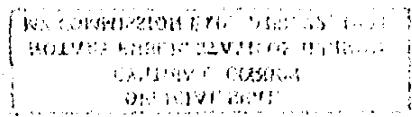
of any acceleration; (j) the failure to provide five notices to Borrower prior to acceleration following Borrower's breach

NON-UNIFORM COVENANTS, Borrower shall give notice to Borrower in writing to accelerate a breach

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Case No. 00-000000000  
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Defendant's Address: \_\_\_\_\_  
Cause of Action: \_\_\_\_\_  
Plaintiff's Name: \_\_\_\_\_

Plaintiff's Case No.: \_\_\_\_\_  
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CLERK OF COOK COUNTY  
JULY 10 2001