

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS

1991 OCT 16 PM 1:23

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(Space Above This Line For Recording Data)

\$ 17.00

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 15, 1991.  
The mortgagor is MARY BETH JOYCE, A SPINSTER AND ELIZABETH JOYCE, A WIDOW, IN JOINT  
TERANCY

("Borrower"). This Security instrument is given to

BANK OF HOMewood

which is organized and existing under the laws of STATE OF ILLINOIS, COUNTY OF COOK, and whose address is  
2634 RIDGE ROAD, HOMWOOD, ILLINOIS 60430

(Lender). Borrower owes Lender the principal sum of  
ONE HUNDRED FOURTEEN THOUSAND AND NO/100-----  
Dollars (U.S. \$114,000.00). 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  
NOVEMBER 1, 2021. 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 IN BILLVIEW SUBDIVISION, PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4  
OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 32-05-115-001-0000

which has the address of	<u>18435 POPLAR</u>	<u>HOMWOOD</u>
	<u>(Street)</u>	<u>(City)</u>
<u>Illinois</u>	<u>60430</u>	<u>(Property Address)</u>
	<u>(Zip Code)</u>	

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3034-9390 (User 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call 1-800-320-9390 / FAX 616-291-1131

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Form 3014 9/90 (page 2 of 6 pages)

loads or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the property insured against loss by fire, hazards included, within the term "extended coverage" and any other hazards, including 5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the one or more of the actions set forth above within 10 days of the giving of notice.

over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take to this Security instrument. If Lender demands that any part of the property is subject to a lien which may claim priority enforcement of the lien or (c) securites from the holder of the lien an agreement satisfactory to Lender's opinion to prevent the lien by, or delegates a similar enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the in writing to the payment of the obligation secured by the lien to a manner acceptable to Lender; (b) consents in good faith the Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower (a) agrees

the payments.

6. **Waiver of Payment.** If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts due under time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under property which may attain priority over this Security instrument, and lessor paid in this manner, Borrower shall pay them on shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, expenses and imposts due under the note, to any late charges due under the note.

paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under 3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under secured by this Security instrument.

5. **Liens held by Lender.** If, under paragraph 2, Lender shall acquire or set the property, Lender prior to the acquisition of funds held by Lender. If, under paragraph 2, Lender shall acquire or set the property, Lender prior to the acquisition of funds held by Lender in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any delinquency in no more than twelve monthly payments to make up the deficiency.

Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at 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 make up the deficiency. Borrower shall make up the Borrower to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate agent to verify the escrow items, unless lessor pays Borrower interest on the funds and applicable law permits account of verifying the escrow items, Lender may not charge Borrower for holding and applying the funds, namely, and relying the funds to pay the escrow items, Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the funds to pay (including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall be held in an association where deposits permitted to be held by applicable law, Lender shall account to

6. **If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security instrument.** If the funds held by Lender exceed the amount needed to make up the deficiency, Borrower shall give to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the amount is made of applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or escrow fees on the funds, Borrower and Lender may agree to writing, however, that interest shall be paid on the funds, Lender agrees to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate agent to verify the escrow items, unless lessor pays Borrower interest on the funds and applicable law permits account of verifying the escrow items, Lender may not charge Borrower for holding and applying the funds, namely, and relying the funds to pay the escrow items, Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the funds to pay (including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall be held in an association where deposits permitted to be held by applicable law, Lender shall account to

7. **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 property taxes and assessments which may attain priority over this Security instrument as a lien on the property; (b) yearly leasedhold payments and assessments which may attain priority over this Security instrument as a lien on the property; (c) yearly flood insurance of ground rents on the property, if any; (d) yearly mortgage insurance premiums, if any; and (e) yearly hazard insurance premiums, if any; (f) yearly property insurance premiums, if any; and (g) yearly liability insurance premiums. These premiums are called "loss of rent" premiums. Lender may, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums, if any, yearly sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a receivable loan may require for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the funds to the lesser amount, if so, Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future escrow items or otherwise in accordance with applicable law.

8. **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.

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

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.

Borrower warrants and will defend generally the title to the property against all claims and demands, subject to any mortgage, grant and convey the property and that the property is uniqueunbroken, except for encumbrances of record, instruments 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 related to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

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period, the Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 enforce 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 on 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.

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

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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If I under-exercised this option, I under-sold the firm's future performance of its obligations. The notice shall provide a period of 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, I under-wrote any expenses permitted by this security instrument without further notice or demand on Borrower.

16. Borrower's copy: Borrower shall be given one original copy of the Note and of this Security instrument.

17. Transfer of the Property: Borrower's interest in Borrower's Note or any part of the Property or any interest in it is sold or transferred for 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 to

**15. Governing law; severability.** This Security Instrument shall be governed by federal law, and the law of the state in which the property is located, in the event any provision of this Security Instrument is determined to be invalid without the conflicting provision. To this end the provisions of this Security Instrument and the Note are given effect without the conflicting provision.

**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 registered method. The notice shall be directed to the Property owner in Landlord's address or any other address Borrower designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Landlord when given as provided in this instrument.

**13. Loan categories.** If the loan is secured by this Security instrument as aforesaid or to a law which sets maximum loans

12. Successors and Assigns Board shall and Successors and Assigns of Land and Mortgagors, The coverants and stipulations of this Security Instrument shall bind and benefit the successors and assigns of Land and Mortgagors, subject to the provisions of this paragraph 17.

11. Borrower's Right to Release Lender Not a Waiver. Extension of the time for payment of modification of the organization of the security instrument granted by this sum does not affect the original right of the borrower to release the liability of the obligor under the security instrument.

sums secured by this Security Instrument, whether or not due at the time of the sale.

If the Property is abandoned by Borrower or if, after notice has failed to respond to a demand for payment of all amounts due under the Note, the Note is delivered to a collection agency, Borrower shall pay all costs of collection, including attorney's fees.

In the event of a total taking of the property, the proceeds shall 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, the proceeds shall be applied to the sums secured by this Security instrument before the taking, divided by the total amount of the sums secured by this Security instrument. In the event of a partial taking, the amount of the proceeds multiplied by the following factors (a) the total amount of the sums secured immediately before the taking, divided by the total market value of the real property, (b) the sum secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following factors (a) the total amount of the sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing.

condensations in order to remove any part of the *Properly*, or for convenience in the case of condensations, are hereby assented and

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or by 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 assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums 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.

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Form 301-9790 (page 6 of 6 pages)

Box 251.

2034 RIDGE ROAD  
HOMEWOOD, IL 60430  
BANK OF HOMEWOOD  
JANET M. BIELEFIELDT  
This instrument was prepared by  
Nancy Publice

JANET M. BIELEFIELDT  
This instrument was prepared by  
Nancy Publice

Nancy Publice

Nancy Publice Esquires Dec. 22, 1994

NAMOI H. SCHUSTER

My COMMERCIAL SEAL

Notary Public, State of Illinois

My Commision Expires Dec. 22, 1994

Nancy Publice

Given under my hand and official seal this

15TH

day of

OCTOBER, 1991

and delivered the said instrument as

THEIR

free and voluntary act for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they

(persons) known to me to be the said persons, whose names(s) are

JOINT FINANCY

do hereby certify that NARY BETH JOYCE, A SPINSTER AND ELIZABETH JOYCE, A WIDOW, IN

a Notary Public in and for said county and state,

COOK County ass

STATE OF ILLINOIS.

I, THE UNDERSIGNED

ELIZABETH JOYCE  
Social Security Number 318-28-2722  
(Seal)  
However

MARY BETH JOYCE  
Social Security Number 322-50-8593  
(Seal)  
However

Witnesses:

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

Other(s) (specify)

- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider

[Check applicable box(es)]

this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with