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THIS INSTRUMENT WAS PREPARED BY:
JUDY EBERHART
HOME FAMILY MORTGAGE CORP.
188 INDUSTRIAL DRIVE SUITE 124
ELMHURST, ILLINOIS 60126



49970543
11239611

[Space Above This Line For Recording Data]

DEPT-01 RECORDING

\$15.29

T#2222 TRAN 0588 05/20/91 15:24:00
#8267 # B - 91-239611
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 13th**
19 91 The mortgagor is **BRUCE THOMPSON, A BACHELOR**
ATT.

("Borrower"). This Security Instrument is given to **Home Family Mortgage Corp**

which is organized and existing under the laws of **The State of Illinois**, and whose address is
188 Industrial Drive Ste. 124, Elmhurst, IL 60126

("Lender").

Borrower owes Lender the principal sum of

Fifty Six Thousand and no/100

Dollars (U.S.\$ **56,000.00**). 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 **06/01/01**. 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:

LOTS 31 AND 32 IN BLOCK 1 IN J.S. NOVLAND'S KEDZIE AVENUE SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PT# 24-24-100-039
24-24-100-040

91239611

91239611

which has the address of

60655

Illinois

(Zip Code)

11150 S. TROY STREET

(Street)

CHICAGO

(City)

("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 seised 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.

ILLINOIS - Single Family FNMA/FHLMC UNIFORM INSTRUMENT

VMP 6FOLI

American Mortgage Company • 11120 S. Troy Street • Chicago, IL 60623

Form 3014 12-83
Amended 6-87

1529

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"Any documents 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, whereupon notice from Lender to Borrower requesting discharge of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment."

7. **Protections contained in the Property:** Mortgagor fails to perform the obligations and agreements contained in this Security Interest, or there is a legal proceeding against Lender's rights in the Property (such as a bankruptcy proceeding, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect his interest in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Interest, paying reasonable attorney's fees and entitling him to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

6. **Preservation and Maintenance of Property Assets**, Borrower shall not destroy, damage or substantially change 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 acquires fee title to the Property, the lessee shall allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, Borrower shall not destroy, damage or substantially change the Property assets held under the lease, and if Borrower acquires fee title to the Property, the lessee shall allow the Property assets held under the lease to deteriorate or commit waste.

of the Property damage, if in the restoration or repair is economically feasible, insurance companies agree to writing, insurance companies shall be responsible to less than or equal to the amount of the original loss.

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.

5. **Hazard Insurance:** Borrower shall keep the property insured at hazard rates agreed on the Property insurance loss by fire, hazards included within the term "extreme coverage", and any other hazards for which lender requires.

Borrower shall promptly discontinue any business which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation incurred by the Lien in a manner acceptable to Lender; (b) conveys to Lender all rights in the property over which Lender has priority over this Security Instrument or more of the more of the debtors set forth above within 10 days of the giving of notice;

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held as a result of the sale of the Property or otherwise required by law. Any funds held by Lender shall be used to pay debts of Lender arising out of the sale of the Property or otherwise required by law. Any funds held by Lender shall be used to pay debts of Lender arising out of the sale of the Property or otherwise required by law.

If the funds are pledged as additional security for the sums required by this security instrument, was made, the funds pledged as additional security for the sums required by this security instrument, to the details 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 paid over to the escrow items when due, the excess shall be, a sum equal to the amount held by lender in one of more accounts as required by lender.

1. Payment of Principal and Interest Prepayments shall promptly pay when due the Note 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 the Note monthly payments are due under the Note, until the Note is paid in full, a sum ("Taxes") equal to one-twelfth of (a) ready taxes and assessments which may accrue over this Section; (b) yearly insurance premiums of (any) items are called "assetown items"; (c) yearly hazard insurance premiums and (d) yearly mortgage insurance premiums, if any. These items are referred to hereinafter as "Taxes".

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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.

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

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 shall not extend or postpone the 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 shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall 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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall 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 only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured 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 this Security Instrument is subject to a law which sets maximum 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 shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 had no acceleration 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 paragraphs 13 or 17.

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Notary Public

16 May 13th day of May, 19

My Com. No. 551-A-2-3491/93
Notary Public, State of Illinois

My Commission Exp. 10/31/13
Verna Batis

Given under my hand and official seal, this

seventh.

Signed and delivered the said instrument as this

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

personally known to me to be the same person(s) whose name(s) is

do hereby certify that BRUCE THOMPSON, A BACHELOR

, a Notary Public in and for said county and state,

THE UNDERSIGNED

STATE OF ILLINOIS,

County of Cook

[Space Below This Line for Acknowledgment]

- Borrower
(Seal)

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

23. Rider(s) 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 bind and support this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. Waiver of Homestead, Borrower waives all right of homestead exception in the Property.

Instrument without charge to Borrower, Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premium

of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment

of the principal received to Lender shall be entitled to enter upon, take possession of and manage the property and to collect the rents

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment

and in any manner) under paragraph 19 of this instrument of the property and at any time

but not later than 12 months after the date of default provided in this paragraph 19, including

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument

by this Security Instrument within the demand and cause immediate payment in full of all sums secured

or before the date specified in the note, Lender in his option may require foreclosure of the note, receiver

or otherwise of any other defense of Borrower to accelerate and foreclose. If the default is not cured on

information furnished by the Lender or if the Lender fails to assert in the foreclosure proceeding the non-

payment of the note or if the Lender fails to furnish a copy of the note and affidavit of service to the court

or any court or judge, Lender shall be entitled to proceed in the manner and date of the note and affidavit

as a date, not less than 30 days from the date the note is given to Borrower, to which the default must be cured; and

application of any provision otherwise, the note shall specify; (a) the default; (b) the return required to cure the default

of any instrument or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless

19. 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 paragraphs 13 and 17 unless

NON-LIQUIDATING COVENANTS, Lender further agrees and agrees as follows: