

# UNOFFICIAL COPY

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COOK COUNTY RECORDER

Do not write above this line

## MORTGAGE

S1265716J/Whitworth

THIS MORTGAGE ("Security Instrument") is given on June 10, 1991. The Mortgagor(s) is(nre) Verlon M. Whitworth, divorced and not since remarried, whose address(es) is(are) 9616 South Euclid Avenue, Chicago, IL 60617.

The Mortgagor(s) is(are) (collectively) referred to herein as "Borrower." This Security Instrument is given to Centennial Mortgage Co., with its principal business offices at 1300 W. Higgins, Park Ridge, IL 60068 ("Lender"). Borrower owes Lender the principal sum of U.S. \$ 22,000.00. 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 June 14, 2006. 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 property located in Cook, County, Illinois and described in Exhibit A attached to this Security Instrument, which has the address of 9616 South Euclid Avenue, Chicago, IL 60617 ("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.

**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 and if required 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.

If Lender requires the Funds to be paid, 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. 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 to Borrower, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give 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 18 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.

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Chinese People's Aborigines Forum (Rev. 8/89)

### Attention:

ARLINGTON HEIGHTS, IL 60004  
1500 W. SHURZ DR.  
SAMUEL M. EWING JR.

MAIL TO: BOX 419

Please Record and Return to:

GIVEN under my hand and official seal, this 10th day of June 1991

I, Verizon M. Whitewater, a Notary Public in and for said County and State, do hereby certify that  
the foregoing instrument was executed by me at the place where it is signed, and delivered in sight of me,  
and before me, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016.

COUNTY OF LILLETONS  
STATE OF LILLETONS

לְסִירָה  
בְּרֵאשִׁית

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Version M, What's New - Error Power (Serial)

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

24. Use of Property: Completion of the lease agreement, unless otherwise agreed in writing to the contrary, Borrower shall have the right to use the property for the purpose of carrying on its business as a lessee, Borrower shall not seek, agree to or make a change in the use of the property or its

223. **WAVES OF HOMELESSNESS:** Borrower waves the right of homestead exemption in the property.

22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Interest without charge to Borrower, except that Borrower shall pay any recording costs.

21. **Lender in Possession.** Upon acceleration under Paragraph 18 or abandonment of the Property and at any time thereafter Lender

Any application of rents shall not exceed any deficiency or invalidation of any other right or remedy of lessor.

errorover has not executed any procedure distinguished out of the results and has not said what will not perform any act that would prevent damage from ex-

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower, all the condemner 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 covenant 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, and without impairing the enforceability of this Security Instrument.

**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 exceed 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 18.

**14. Noticees.** 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 acknowledges receipt of a 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. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement in this Security Instrument or default under the Note, Lender may notify Borrower of such breach, and may, at its option, 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 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**19. Assignment of Leases.** Borrower hereby assigns to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon Lender's notice to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph 19, the word "lease" shall mean "sublease" if the Security Instrument is on a household.

**20. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent(s) to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent(s). However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. The assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent(s) on Lender's written demand to the tenant.

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In the event of a total taking of the property, the proceeds shall be applied to the sums secured by the same according to their respective priorities; the remainder of the property, if 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 ratio: (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.

9. **Confidentiality.** The proceeds of any award or claim for damages, arising out of or relating to the performance of the Project, shall be held in confidence by the recipient and shall not be disclosed to Lender.

8. Inspection, lessor or his agent may make reasonable entries upon and inspection of the property, lesser shall give reasonable notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

It is mandatory for all companies to have a written information security policy that complies with the requirements of the law.

any amounts outstanding under this paragraph, such amounts notwithstanding being due to the Noteholder upon maturity or earlier termination of the Note.

7. Protection of Jeander's rights in the property; mortgage instruments, or title to a legal proceeding involving title to property interests contained in this Security instrument, or otherwise fails to perform the covenants and agreements contained in this Security instrument, or violates any of the provisions of this paragraph; mortgagee may take action under this paragraph 7, Jeander does not have to do so.

o. **LEASEBACK TRANSACTION AND MORTGAGEMANAGEMENT OF A PROPERTY** (Leasebacktransaction), if applicable, to whomsoever it may concern, in accordance with the terms and conditions of the lease, and if Borrower acquires fee title to the Property, the lessee shall not merge unless under agrees to the merger in writing.

Understand and Borrower obligations to report to regulators and Lender's security is not retained, if the relationship or report is not reported annually, unless otherwise agreed in writing, insurance proceeds shall be applied to repayment of the underlying debt.

any individualistic perspective, in a situation such as described above, it would be reasonable to conclude that some measure of personal responsibility must be assumed by the borrower.

3. Encourage insurance companies to keep the improvements now existing or intended to be made in the buildings insured, so as to reduce insurance rates.

Horrowers shall presumably discriminate over who has security, but it is reasonable to suppose that the agreement of the parties will be governed by the law in a manner acceptable to the lenders; (a) guarantees in good faith the lender, in writing, to the lender may give borrowing a notice identifying the loan. Borrower shall satisfy the loan or take one or more of the actions set forth above

4. **Chargers**: Lenders: Borrower shall pay all taxes, assessments, charges, times and impositions, or contributions to the Corporation which may be

3. Application of law: Under applicable law otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to amounts payable under paragraphs 2; second, to accrued interest and third, to principal due.

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Whitworth

## Exhibit A

The South 3 inches of Lot 5 and the North 19 feet 4 inches of Lot 6 in Block 16 in Van Vlissingen Knights Subdivision, a subdivision of part of the East 2/3 of the North West 1/4 of the West 1/2 of the North East 1/4, North of the Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1926, as document number 9286759, in Cook County, Illinois.

P.I.N. 25-12-105-061

c/k/a 9616 South Euclid Avenue, Chicago, IL 60617

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