

PREPARED BY:  
LINDA GARCIA  
CHICAGO, IL 60647

# UNOFFICIAL COPY

752425072

RECORD AND RETURN TO:

1992 11 1230

92425072

COLE TAYLOR BANK  
1965 NORTH MILWAUKEE AVENUE  
CHICAGO, ILLINOIS 60647

[Space Above This Line for Recording Data]

## MORTGAGE

029001078

319

THIS MORTGAGE ("Security Instrument") is given on JUNE 5, 1992  
RITA A. WILLIAMS, DIVORCED NOT SINCE REMARRIED

The mortgagor is

("Borrower"). This Security Instrument is given to  
COLE TAYLOR BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 1965 NORTH MILWAUKEE AVENUE

CHICAGO, ILLINOIS 60647 ("Lender"). Borrower owes Lender the principal sum of  
FORTY FOUR THOUSAND FIVE HUNDRED  
AND 00/100 Dollars (U.S. \$ 44,500.00).

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 JULY 1, 2007. 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 13 IN BLOCK 1 IN O. REUTER AND COMPANY'S BEVERLY HILLS SECOND  
ADDITION, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST QUARTER 1/4  
OF THE NORTHWEST QUARTER 1/4 OF SECTION 18, TOWNSHIP 37 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

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25-18-101-013  
VOLUME 462

which has the address of 10343 SOUTH CLAREMONT, CHICAGO  
Illinois 60643 ("Property Address").  
Zip Code

Street, City ,

ILLINOIS-Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
MDP-BR(IL)-9161

MDP-MORTGAGE FORMS - 01-12-2003 - 00000000000000000000

Page 1 of 6

DPS 1088  
Form 3014, B/DO  
*(Signature)*

# UNOFFICIAL COPY

Form 3014 9/80  
DPE 1000

9-19-86

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower is writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in it a waiver of the right to sue for the amount due under this instrument; (c) gives notice to Lender of the giving of notice.

third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

### **3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under Paragraph 2 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2;

Twelve monthly payments, at Lender's sole discretion.  
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 21, Lender shall acquire or sell the Property. Lender, prior to the acquisition of title  
of the Property, shall apply any Funds held by Lender at the time of acquisition or title to a credit against the amount accrued by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess in accordance with Section 11.1. If the amount of such excess exceeds the amount necessary to pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than three months from the date of notice to Borrower.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, or entity (including Lender, if Lender is such an entity) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Breach for holding and applying the Funds, annually unless during the escrow account, or until the Escrow items, unless Lender may not charge Breach for holding and applying the Funds and application of the Funds to pay the Breach. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires payment to the Fund, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this instrument.

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") for (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph K, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage 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. Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds set a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future expenses of and interests on the debt evidenced by the Note, taxes and assessments, if any, premiums, title and other charges and expenses of title, and other expenses of Lender in connection with the Note.

1. The chairman of the committee, and the members of the committee, shall be chosen by the Note and the preparation and the Note shall be under the Note.

UNIFORM COVENANTS, RESTRICTIONS AND AGREEMENTS; PRESCRIPTIONS; BORROWER SHALL PROMPTLY PAY WHEN DUE THE CHARGES; PRESCRIPTION AND LATE CHARGES; PRESCRIPTION OF BREACHES; PRESCRIPTION OF DEFECTS.

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

Grant and convey the Property and (d) 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.

**TOP SECRET** HER WITHIN THE IMPERIUMS now of heretical clerics as in the property; and in accordance with the stipulations made in the original instrument, with fixtures now of heretical 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."

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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 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall 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 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.

**11. 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.

**12. 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.

**13. 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.

**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.

DPB 1082

Form 3014 9/90

F. J. Smith, *[Signature]*

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Form 3014-9/90  
DPS 1083

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23. **Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.**

22. Releasee, upon payment of all sums received by this Security instrument, Lender shall release this Security instrument.

21. Acceleration; Remedies. Lender shall have notice to accelerate prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that fail 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 sum(s) secured by this Security Instrument, regardless of any other default preceding and aside of the property. The notice further specifies that Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph prior to acceleration.

NON-UNIFORM COHESANTS. Bottom-up and ladder-tether coherents and aggregate as follows:

As used in this paragraph 20, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental laws and the following substances: asbestos, lead-based paint, mercury, radon, asbestos-containing products and asbestos-containing wastes and by-products, volatile solvents, methanol, acetonitrile, isobutane, toluene, petroleum products, toxic

20. **Lizardos Subsistencias**, Sotomayor shall not cause or permit the presale, sale, disposition, storage or release of any Lizardos Subsistencias or any other property of any Lizardos Subsistencias that are personalty, easements or fixtures.

Uitgebreidere informatie over de voorbereiding op de examens vindt u op de website van de universiteit.

18. **Borrower's Right to Remedy.** If Borrower fails to perform certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (i) 5 days after the period as applicable for notice specified for non-delivery before the date of the Property pursuant to any power of sale contained in this security instrument or (ii) 5 days after the date of the earliest of (a) the filing of a complaint for specific performance by the Lender against Borrower in a court of competent jurisdiction, or (b) the filing of a complaint for quiet title by Borrower against the Lender in a court of competent jurisdiction.

and other areas such as the oil and gas industry. The company has also expanded its operations into the pharmaceuticals sector, particularly in the production of generic drugs.

17. Transfer of the Property or a Beneficial Interest in Borrower's Hand or any part of the Property or any interest in the  
Society instrument, however, this option shall not be exercisable by transfer if such as provided by law as of the date  
of this Society instrument.

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24. Riders 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 amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> V.A. Rider              | <input type="checkbox"/> Other(s) (specify)             |   |

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.

Witness

  
X RITA A. WILLIAMS

(Seal)

Borrower

Witness

(Seal)  
Borrower(Seal)  
Borrower(Seal)  
Borrower

S2425072

STATE OF ILLINOIS, COOK

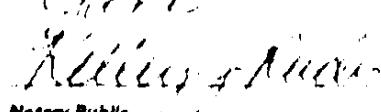
County ss:

I, the undersigned  
county and state do hereby certify that  
RITA A. WILLIAMS, DIVORCED NOT SINCE REMARRIED

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of

My Commission Expires: 7.29.95

  
Notary Public

" OFFICIAL SEAL "  
KELLEY J. RUDER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7.29.95