

PREPARED BY:
ROSE A. ELLIS
CHICAGO, IL 60675

UNOFFICIAL COPY

RECORD AND RETURN TO:

92586823

THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

[Space Above This Line For Recording Data]

MORTGAGE

388142

THIS MORTGAGE ("Security Instrument") is given on JULY 24, 1992
JEROME MORRIS, SINGLE PERSON NEVER MARRIED

(*Borrower"). This Security Instrument is given to
THE NORTHERN TRUST COMPANY

DEPT-01 RECORDINGS \$33.50
T87777, IRAN 2392 (8/07/92 09:23:00)
#1026 # - 92 - 586823
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675
SIXTY THOUSAND EIGHT HUNDRED
AND 00/100

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 AUGUST 1, 2022.
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 20 AND THE NORTH 8 1/3 FEET OF LOT 21 IN BLOCK 28 IN WEST PULLMAN,
A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST
1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-28-216-025
VOLUME 469

which has the address of 12148 SOUTH HARVARD, CHICAGO
Illinois 60628
Zip Code

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
GRILL 91011

VHP MORTGAGE FORMS - 213-283-8100 - 800-621-7281

Page 1 of 6

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Form 3041-300
Date _____

Page 2 of 8

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more of the actions set forth above within 10 days of the giving of notice.
In Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall notify the Lender or the other party to the Security Instrument that any part of the Property is subject to a lien which may attach prior to the commencement of the loan; or (c) causes the holder of the loan in its name to attach his or her property to Lender's claim demanding the loan to pay, or directs another attorney of the loan, legal proceedings which in the loan, Lender's option extends to prevent the winding up of the property or the administration of the odd-goods received by the Lender; (d) causes in good faith the Lender to pay to the Lender; (e) agrees in writing to the payment of the principal and premium over the Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

In the event of death, Borrower shall provide to Lender all notices of intention to be paid under the foregoing clauses of this instrument provided in paragraph 2, or if no such notice is given timely, Borrower shall pay them on the date death occurs or before the date of death if no such notice is given timely, unless Borrower shall pay which may attach prior to the Security Instrument, and Lender shall pay them on the date death occurs or before the date of death if no such notice is given timely, unless Borrower shall pay

4. Charities: Lender, Borrower shall pay all taxes, assessments, charges, fees and impositions applicable to the Property.

5. Taxes: To whatever due: fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to insurance premiums; third, to other under prepayments;

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2,

the Security Instrument:

of the Property, shall apply to the Lender as the time of application of the funds; second, to the same account.

Funds held by Lender, if, under paragraph 2, Lender shall require or sell the Property, Lender, prior to the application of the

Upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly furnish to Borrower the

above monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency to the Lender.

lens to meet obligations to pay the Secured Debts when due, Lender may do so; 2) Borrower is unable, will, if the amount of the Secured Debts is less than the amount of the Funds held by Lender in any

for the same Funds is associated with the requirements of application; 3) Lender is unable to make

If the Funds held by Lender exceed the amounts provided to be paid by applicable law, Lender shall account to Borrower

due to the Funds was made. The Funds are pledged as security for all sums accrued by this Security Instrument.

without charge, in the usual accordance of the Funds, however, unless and debts to the Funds and the purpose for which such

Borrower and Lender may agree to writing, however, that certain shall be paid on the Funds. Lender shall give to Borrower, upon discharge of his requirements to be paid, Lender shall be required to pay Borrower any interest or otherwise in made of

use by Lender in connection with this note, unless applicable law permits Lender to make such a charge.

including the Secured Items, unless Lender may require Borrower to pay a one-time charge for its independence from the Secured Items, Lender may not charge Borrower interest on the Funds and applicable law permits Lender to make such

Borrower, if Lender is successful in any Federal Home Loan Bank, Lender shall apply, the Funds to pay the

The Funds shall be held in a trustable warehouse insured by a federal agency, independently, or only

Borrower items of otherwise in accordance with applicable law.

Lender may require the transfer of Funds due on the basis of current day and reasonable estimates of expenditures of future

use is longer than, it is, and may, at any time, collect and hold Funds in an amount not to exceed the lesser amount

1974 as amended Oct. 6, 1980 to date, 12 U.S.C. Section 2601 et seq. ("RHSPIA"), unless such law that applies to the Funds

related paragraphs to any requirement for Borrower's escrow account under the Federal Residential Security Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a Federal

disprotection of savings, to the extent of the principal of savings balances pursuant. These loans are called "Federal Home

it any: (e) jointly mortgaged instruments, if any; and (f) any monies payable by Borrower to Lender, in accordance with

or gross fees on the Property, if any; (c) jointly held or property instruments; (d) jointly held insurance premiums;

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) monthly taxes

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

1. Payment of Principal and Interest, Prepayments and Late Charges, Borrower shall promptly pay when due the

UNIFORM COVENANTS, Borrower and Lender coveneant and agree as follows:

Waiver by Lender to consider a written instrument containing real property.

THIS SECURITY INSTRUMENT contains covenants for general use and non-uniform covenants with regard

and will defend successfully his title to the Property against all claims and demands, subject to any encumbrances of record.

Grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower makes

hereunder, All of the foregoing is referred to in this Security instrument as the "Property".

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

structures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security

5. Hazard or Property Insurance. Borrower shall keep the improvements to the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, 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. 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

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16. **Administrator's Copy:** DonorView shall be given one copy or an electronic copy of the Notes and/or the Security Letter whenever

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15. Governing Laws; Survival. The Secondry instrument shall be governed by federal law and the law of the State of New York, USA; Survival.

In by law changes will make application by new registrars use of another model. The model shall be referred to as Property Address of many other countries. Postmaster designates by postbox to Leader. Any notice to Leader shall be given by first class mail to Leader's address stated herein or any other address Leader designates by notice to Postmaster. Any notices provided for in this Section shall be deemed given to Leader or Postmaster or Leader when given as provided in this paragraph.

Prepared pursuant to Rule 13 of the Securities Exchange Act of 1934, as amended.

(3) **Loss Changes.** If the loans serviced by the Security Lender are assigned to a third party, such losses will be determined in accordance with the terms of the original loan documents, unless otherwise provided in the relevant Note Purchase Agreement.

make any recommendations with regard to the future of the Security Interceptor or not. As we understand that Downing's decision is

12. Succession and Ascension Powers, Joint and Several Liability; Co-trustees. The conventions and agreements of the Security Intermediaries shall bind and benefit the successors and assigns of Lenders and Borrowers, subject to the provisions of paragraph 17. Borrower's successors and assignees shall be joint and several, and Borrower who co-signs this Security Instrument has the right to require that his or her successors and assigns shall be bound by the terms of this Note.

commodity prices up again after a period of relative stability. This is due to the fact that the demand for oil is relatively inelastic, so that even a small increase in price will result in a significant reduction in supply.

Ultion: Leaders and followers, whatever agree in wrong, any application of process to principles shall not exceed or
deviate from the principles themselves, as the principles are the standards of right and wrong.

(if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Consideration offered to make the amount of principal and interest due under the Note less than zero, Borrower fails to respond to Lender within 30 days after the date the Notice is given),

In the event of a forced sale¹ of the Property, the proceeds shall be applied to the debts incurred by the Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial sale of the Property to reduce the market value of the Property below the amount of a principal debt due to the Bank, the proceeds shall be used to pay off the principal debt to the extent of the amount so received by the Bank. The Security Instrument may be reconveyed to the Bank, unless the Bank has agreed otherwise in writing or unless applicable law otherwise provides, the proceeds shall be used to pay off the principal debt to the Bank. In the event of a partial sale of the Property to reduce the market value of the Property below the amount of a principal debt due to the Bank, the proceeds shall be used to pay off the principal debt to the Bank, unless the Bank has agreed otherwise in writing or unless applicable law otherwise provides, the proceeds shall be used to pay off the principal debt to the Bank.

18. **Condemnation.** The proceeds of any award of 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, as hereby defined and

9. **Impediment.** Leader or his agent may make reasonable entries upon and inspections of the Property. Leader shall give

Pay mechanics may no longer be required, as the option of Leader, if mortgage insurance coverage [to the amount now or as per

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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 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 (involved in 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 2014 \$90
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Given under my hand and official seal, this 24th day of JULY
free and voluntary act, for the uses and purposes herein set forth.
We the day in person, and acknowledge before the said Notary Public
hereinafter known to us to be the same persons whose names I subscribe to the foregoing instrument, affixed before
me this day in person, and acknowledge before the said Notary Public in and for said

"OFFICIAL SEAL"

"My Commission Expires"

JEROME MORRIS, SINGLE PERSON NEVER MARRIED
County and State do hereby certify that

"The undersigned

STATE OF ILLINOIS, COOK
County, IL

Court of

02530123

Sorrows

See

Sorrows

See

Sorrows

See

Witnesses

Witnesses

JEROME MORRIS

Jerome Morris

In the city hereinabove executed by Sorrows and recorded with the County Clerk's Office, State of Illinois, and agrees to the terms and conditions contained in the Security instrument and

- 24 Rides to the Security instrument, it one or more rides to be recorded by Sorrows and recorded together
and acknowledged by Sorrows and witnesses of the Security instrument as if the rider were a part of the Security
instrument.
- Adjustable Rate Rider VA Rider
Balloon Rider V.A. Rider
Qualified Payment Rider Second Home Rider
Primed Lstn Development Rider Other Specifly Mortgag Rider
Equity Payment Rider Other Rider

- Qualified Payment Rider Balloon Rider
VA Rider

Check applicable boxes

24 Rides to the Security instrument, it one or more rides to be recorded by Sorrows and recorded together
and acknowledged by Sorrows and witnesses of the Security instrument as if the rider were a part of the Security
instrument.

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MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 22 or the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.



JEROME MORRIS

(SEAL)

-BORROWER

(SEAL)

-BORROWER

(SEAL)

-BORROWER

(SEAL)

-BORROWER

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Property of Cook County Clerk's Office

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CHICAGO
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CHICAGO
NEWSPAPERS

CHICAGO
RECORDS

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