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DEPT-01 RECORDING 635.50
T4444 TRAK 337G 09/18/02 14:31:00
45697 # *-92-693283
COOK COUNTY REORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 28.....
19 92..... The mortgagor is .SHERRY LEE PRINSTON, DIVORCED,.....
..... ("Borrower"). This Security Instrument is given to
..COLE TAYLOR BANK....., which is organized and existing
under the laws of ..THE STATE OF ILLINOIS....., and whose address is ..
..CHICAGO, ILLINOIS..... ("Lender").
Borrower owes Lender the principal sum of .TWENTY THREE THOUSAND FIVE HUNDRED SIXTEEN AND 78/100..... Dollars (U.S. \$ 23,516.78.....). 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 onAUGUST 21, 2002..... 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 prop-
erty located in ..COOK..... County, Illinois:

LOT 30 IN SUBDIVISION OF BLOCK 1 IN JACOB'S SUBDIVISION OF BLOCK 10
IN STONE AND WHITNEY'S SUBDIVISION IN SECTIONS 6 AND 7, TOWNSHIP 38
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN , IN COOK
COUNTY, ILLINOIS.

PIN# 20 07 205 037

which has the address of ...1714 W. 48TH STREET..... CHICAGO.....
[Street] [City]

Illinois 60609..... ("Property Address"):
[Zip Code] *3550*

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

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5. **Hard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on 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 as required by Lender, for which Lender requires insurance. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defeats against enforcement of the lien in, legal proceedings which in the Lender's judgment operate to prevent the enforcement of the lien by, or (c) secures from the holder of the lien an agreement satisfactory to Lender to pay all amounts due under the instrument of the lien, or (d) secures from the holder of the lien an assignment of the eminence of the lien to this Security Instrument. If Lender determines that any part of the property is subject to a claim which may attach prior to or more or less than 10 days of the giving of notice, Borrower shall

the former was prepared in benzene-pyridine mixture; however, some polyesters containing carbonyl groups

Property which may attain priority over this Security Instrument, and least senior payments as ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in full, in part. Borrower shall pay him on time directly to the person owed payment. Borrower shall promptly furnish to Lender, at his offices of amounts so paid or held by him.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any fee, charges due under the Note.

to more than twelve monthly payments, at Lender's sole discretion.

If the Funds held by Leader exceed the amount permitted to be held by applicable law, Leader shall account to Borrower for the excess. Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader at any time is not sufficient to pay the Escrow Items when due, Leader may so notify Borrower in writing. and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in its sole discretion.

הנישות הדריינית מושגת על ידי סדרת שלושה אמצעים: גירויים,

1. Payment of Principal and Interest; Prepayments 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 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 accrue over this Security Instrument as a lien on the Property; (b) yearly escrowed payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly blood insurance premiums, if any; (e) yearly mortgage insurance premiums; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender is entitled to retain under the federal Homeowner's Escrow 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").

UNIFORM COVENANTS. Bottom left and Letterer coordinate and agree as follows:

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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)]

- 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
 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.

XXVII

Sherry Lee Bfinston (Seal)
SHERRY LEE BFINSTON — Borrower

Social Security Number..... 327-36-3041

, (Seal)

- Borrower

—Богданов

STATE OF ILLINOIS.....*Cook*..... County ss:

a Notary Public in and for said county and state.

do hereby certify that SHERREY LEE PFINGSTON

..... personally known to me to be the same person(s) whose name(s) 15

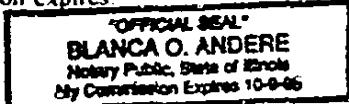
subscribed to the foregoing instruments appeared before me this day in person, and acknowledged that . . . he . . .

signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein

28th *A.G.W.* *97-*

Given under my hand and official seal, this 20 day of November, 1919.

My Commission expires:



Form 3815-996 (page 5 of 6 pages)

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8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium 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 subsequently available to the mortgage previously in effect, from an alternate mortgage provider equilavent to the cost to Borrower of the original coverage. If subsequent mortgage previously in effect, a cost subsistantially by Lender; if subsequently available mortgage coverage is not available, from an alternate mortgage provider approved by Lender. If subsequently available mortgage coverage is not available, Lender may require Borrower to pay the premium required to obtain coverage subsequently available to the mortgage previously in effect, at a cost subsistantially by Lender.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by his personal property used to do so.

If Borrower acquires fee title to the Property, the lesseehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Unless Lessee Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount of the note as of the date due or otherwise payable.

Unless Lesnder's and Bontor's or otherwise agree in writing, insurance proceeds shall be applied to repair or restoration of damage, if the restoration or repair is economically feasible and Lesnder's security is not lessened. If the property damaged, or the Propterty damage, if the restoration or repair is not feasible or not lessened, if the restoration or repair is secured by this Security Instrument, whether or not lessened. The 30-day period will begin when the notice is given.

All insurance policies shall be acceptable to Lender and shall include a standard mortgage clause. Lender have the right to hold the renewals shall be made in accordance with the terms of the original policy. Lender may make up to 100% of the premium if loss occurs. In the event of loss, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. Lender may make up to 100% of the premium if loss occurs. In the event of loss, Borrower shall promptly give to Lender all receipts of paid premiums and renewals.

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17. Transfer of the Property or a Specific Interest in Borrower's Note and of this Security Instrument. In the event of the transfer of the Note and of this Security Instrument, Borrower shall be given one copy of the certificate of cancellation copy of the Note and of this Security Instrument.

15. Coverage: 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 of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note which do not conflict with applicable law.

by mailing it by first class mail unless applicable law requires use of another method. The notice shall be deemed given when received by the party named or by his or her agent at the address specified for him or her in this section. Notice given to Boarder or Lender or to Securitry Instruments shall be deemed to have been given to Boarder or Lender when given as provided in this paragraph.

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 determined 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; or (b) the amount necessary to reduce the charge to the permitted limits, and (c) any sums already collected from Borrower which exceeded permitted amounts will be refunded to Borrower. Under may choose to make this refund by reducing the principal until under the Note or by making a direct payment to Borrower. Under may choose to make this refund by reducing the principal until without any prepayment under the Note.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The co-venturants 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 co-venturants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable for all sums due under this Security instrument or any other Borrower may agree to pay the Borrower's interest in the Property under the terms of this Security instrument only to mortgagor, garnish and convey, that instrument, but does not execute the Note; (c) is co-signing this Security instrument only to mortgagor, garnish and convey, but does not execute the Note; and (d) agrees that Lender may other Borrower may agree to pay the Borrower's interest in the Property under the terms of this Security instrument only to the extent modified, modified, sums secured by this Security instrument; and (e) is not personally obligated to pay the Borrower's interest in the Property under the terms of this Security instrument.

In the event of a total lossage of the Property, the proceeds shall be applied to the sums secured by this Security instrument whether or not there has been any access paid to the Property. In the event of a partial lossage of the Property in which the fair market value of the Property immediately before the lossage is equal to or greater than the amount of the sums secured by this Security instrument immediately before the lossage, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the lossage, divided by (b) the fair market value of the Property immediately before the lossage. Any balance shall be paid to Borrower. In the event of a partial lossage of the Property in which the fair market value of the Property immediately before the lossage is less than the amount of the sums secured by this Security instrument, unless Borrower and Lender otherwise agree in writing, the amounts secured by this Security instrument shall be applied to collect and recover the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security instrument, whichever of the two is earlier.

9. **Inspection.** Lender or its agents may make reasonable entries upon and inspectors 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 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, are hereby assigned and shall be paid to Lender.

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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 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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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this ... 28th day of AUGUST , 19 ... 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to COLE TAYLOR BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1714 W. 48TH STREET, CHICAGO IL 60609

{Property Address}

I-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this I-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, 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 G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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Sherri Lee Tuncson X
Sherri Lee Tuncson (Signature)
Sherri Lee Tuncson (Sect.)
Sherri Lee Tuncson (Date)
Sherri Lee Tuncson (D.O.B.)

BY SIGNING BELOW, Borrower agrees to the terms and provisions contained in this I-4 Family Rider.

I. CROSS-DEFAULT PROVISION

Lender, or Lender's agents or a judicially appointed receiver, shall not be equated to center upon, take control of, or manage before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, shall not be liable for remedy of Lender. This assignment of rights shall not affect or terminate while the sums secured by the Security instrument are paid in full.

Borrower secures by the Security Instrument pursuant to Uniform Coverage 7.

If the Results of the Property are not sufficient to cover the costs of taking control of and managing the Property and collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to

Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

and other charges on the property, and due to the sums secured by the security instrument; (v) Lender's agents or any judicially appointed receiver shall be liable to account for only those fees actually received; and (vi)

of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, legal and miscellaneous costs incurred pursuant to the terms of the lease or otherwise.

to generate and collect data in all areas of the property; (iii) Bonner's services shall each remain demand to the lessee; (iv) unless as per

If Lender gives notice of breach to Borrower; (i) all Reins received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Interest; (ii) Lender shall be entitled