

PREPARED BY:  
SUSAN ASNER  
CHECKER, LL COOPER

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COOK COUNTY, ILLINOIS  
FILED IN RECORD

1992 OCT -7 PM 11:45

92747191

RECORD AND RETURN TO:  
FETTBANK, FEDERAL SAVINGS BANK  
P.O. BOX 165

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 28, 1992, by **SHIRLEY WATKINS, DIVORCED, NOT SINCE REMARRIED**

The mortgagor is

(Borrower) This Security Instrument is given to **FETTBANK, FEDERAL SAVINGS BANK**, which is organized and existing under the laws of

UNITED STATES OF AMERICA and whose address is  
1 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 (Lender).

Borrower owes Lender the principal sum of **ONE FIFTY TWO THOUSAND FIVE HUNDRED AND 00/100**

Dollars (U.S. \$ 152,500.00). 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 NOVEMBER 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

CHICAGO, County Illinois,  
BLOCK 11 AND LOT 31 IN THE SUBDIVISION OF LOT 8 IN DAVID HUNTER'S  
SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

16124726

which has the address of **3112 WEST 33RD STREET**

(Street)

CHICAGO

Illinois

60620

(City, State)

(Property Address)

TOGETHER WITH all the improvements 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.

ILLINOIS - Single Family  
MB-204 Rev. 7/81 14884

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#### **signed our bureaux**

**4. CHARGES, LIENS, BORROWER SHALL PAY ALL TAXES, ASSESSMENTS, CHARGES, FEES AND IMPOSITIONS ATTRIBUTABLE TO THE PROPERTY WHICH MAY ATTACH PRIORLY OVER THE SECURITY INSTRUMENT, AND INCURRED PAYMENTS OF GRUND REITS, IF ANY. BORROWER SHALL PAY DILIGENTLY OVER THE MANNER PROVIDED IN PARAGRAPH 2, OR IF NOT PAID IN THAT MANNER, BORROWER SHALL PAY THE SAME DIRECTLY TO THE PERSON OWNED PAYMENT. BORROWER SHALL SOLEMNLY TUNISH TO LENDER ALL NOTICES OF AMOUNTS DUE UNDER THIS PARAGRAPH. IT BORROWER MAKES THESE PAYMENTS DIRECTLY TO CREDITOR DEEMED DUE TO CREDITOR'S REQUEST**

rigate due under the WOB.

### 3. APPLICATION OF PAYMENTS. Unless otherwise provided otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied first to any unpaid principal charges due under the Note; second, to amounts payable under paragraph 2; and any sums payable by Debtor to Lender in accordance with the provisions of paragraph 8, in the order of the payment of insurance premiums; third, to interest due forthwith to prime legal due, and last, to any late

Leader shall apply the Funds to pay the Expenses items when due. Leader shall apply the Funds to cover an annual accounting of the Expenses Account, showing in detail to the Second Accountant and the purpose for which each debit item has been made. The Funds in the Second Account are pledged to Leader as additional security for all sums due under the Agreement, and debits to the Second Account and debts when due, Leader shall apply the Funds to cover a monthly draw payment.

The Funds shall be placed in an account ("Reserve Account") at an institution which depositary is insured by the Federal Deposit Insurance Corporation, or entity providing similar protection.

**2. FUNDS FOR TAXES AND INSURANCE** 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 Lender's estimate as set forth below, of (a) one-twelfth of each type of Yearly taxes and assessments which may affect him personally over this Security instrument, (b) one-twelfth of the yearly interest payments or second rents on the Property, (c) one-twelfth of the Yearly hazard or property insurance premiums, (d) one-twelfth of the Yearly maintenance fees, (e) one-twelfth of the Yearly heating bills, (f) one-twelfth of the Yearly electric bills, (g) one-twelfth of the Yearly water bills, (h) one-twelfth of the Yearly telephone bills, (i) one-twelfth of the Yearly gas bills, (j) one-twelfth of the Yearly cable bills, (k) one-twelfth of the Yearly maid service bills, (l) one-twelfth of the Yearly lawn care bills, (m) one-twelfth of the Yearly trash bills, (n) one-twelfth of the Yearly pest control bills, (o) one-twelfth of the Yearly security system bills, (p) one-twelfth of the Yearly insurance bills, (q) one-twelfth of the Yearly property tax bills, (r) one-twelfth of the Yearly real estate tax bills, (s) one-twelfth of the Yearly property tax bills, (t) one-twelfth of the Yearly real estate tax bills, (u) one-twelfth of the Yearly property tax bills, (v) one-twelfth of the Yearly real estate tax bills, (w) one-twelfth of the Yearly property tax bills, (x) one-twelfth of the Yearly real estate tax bills, (y) one-twelfth of the Yearly property tax bills, (z) one-twelfth of the Yearly real estate tax bills.

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.

**THIS DOCUMENT IS CONFIDENTIAL** - **CONFIDENTIAL INFORMATION CONTAINED HEREIN IS UNPUBLISHED AND OWNED BY THE BORROWER AND LENDER. EXCERPTS ARE PROVIDED AS FOLLOWS:**

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

Instrumental shall be governed by Federal law and the law of the jurisdiction in which the Property is located.

Borrowed Vehicles by Lenders to Comptroller of National Security. Instrument covering real property. This Security

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of giving of notice.

5. HAZARD 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 for which Lender requires insurance, including floods or flooding, whether or not identified or existing at the time the loan is made. 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 right 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.

Insurance proceeds shall be applied to restoration or repair of the Property damaged if, in Lender's sole determination, 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 replace 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 2, 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, LEASISHOLES. 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 attorney fees and paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.



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Borrower shall promptly give 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 in the Property taken all necessary steps to advise the Borrower of any Hazardous Substance affecting the Property. Borrower shall promptly take all necessary steps to advise the Borrower of any Hazardous Substance affecting the Property.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, dispensing, storage, or release of any hazardous substances that will not do, nor allow anyone else to do, anything affecting the property that is in violation of any environmental law. The preceding two statements shall not apply to the property of a lessor or to the property of any individual lessor.

will also contain any other information required by applicable law.

**19. SALE OF NOTE, CHANGE OF LOAN SERVICER.** The holder of a partial interest in the Note may sell this Security instrument and may be sold one or more times without prior notice to Borrower. A sale may result in a change in the servicer of the instrument as the buyer selected that entity's servicer. The Note and the Security instrument shall remain in the name of the new loan servicer and the address of which payments should be made. The notice will state the name and address of the new loan servicer and the address to which payments should be made. The notice Borrower will be given written notice of the change in accordance with paragraph 1d above and applicable law. The notice may be one of more changes of the loan servicer unrelated to a sale of the Note. If there is a change of the loan servicer may be one of more changes of the loan servicer unrelated to a sale of the Note. If there is a change of the loan servicer will state the name and address of the new loan servicer and the address to which payments should be made. The notice will state the name and address of the new loan servicer and the address to which payments should be made. The notice

Transitory payments to absorb short term or short-run uncertainty instruments, whereas, longer-term payments in our repayment and funding obligations secured by this Securit化 instrument shall continue unchanged. Upon payment of principal, this Securit化 instrument shall have been fully effective as if no acceleration had occurred; however, this right to terminate shall not apply in the case of acceleration under paragraph 17.

This Security Instrument, if burrower fails to pay all sums prior to the expiration of this period, lander may invoke any remedies permitted by this Security Instrument without notice or demand on burrower.

17. TRANSFER OF THE PROPERTY OR A RENTGEOGRAPHIC INTEREST IN SECURITY - In the event of any part of the property or a rentgeographic interest in security being transferred, the new owner shall provide a copy of this Deed and a copy of this Deed to the new owner.

<sup>16</sup> BORROWER'S COPY. BORROWER shall be given one duplicate of the note and of this Security instrument.

15. **SEVERABILITY.** In the event that any provision of this Security Instrument or the Note becomes illegal, invalid or unenforceable, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the illegal provision. To this end the provisions of this Security Instrument and the Note are declared applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the illegal provision.

13. LOAN CHARGES. If the loan received by this Society instrument is subject to a law which sets maximum loan charges, and if the law is finally interpreted so that the instrument is subject to a law which sets maximum loan charges, and if the law exceeds the permitted limits, then (a) any such loan charge shall be reduced to the amount consistent with the loan instrument, or (b) any such loan charge shall be collected so as to be consistent with the law.

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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, kerosenes, 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. Subject to applicable law, Borrower shall pay a reasonable fee for the preparation of the release document and shall pay any recording costs.

23. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

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 boxes)

Adjustable Rate Rider

Condominium Rider

Adjustable Rate Assumption Rider

Graduated Payment Rider

Planned Unit Development Rider

Fixed Rate Assumption Rider

Balloon Rider

1-4 Family 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.

Witnessed by:

SHIRLEY WATKINS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

COOK

County ss:

I,

KIM L. CLAYTON

hereby certify that SHIRLEY WATKINS, DIVORCED, NOT SINCE REMARRIED

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

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 20 day of

My Commission Expires:

OFFICIAL SEAL  
KIM L. CLAYTON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/8/93

Notary Public