

# UNOFFICIAL COPY

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(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 27, 1992** The  
mortgagors is **LARRY D. WILLIS, SR. AND PATRICIA JOYCE WILLIS, HIS WIFE AS JOINT  
TENANTS**

("Borrower"). This Security Instrument is given to **HARRIS BANK ARGO OR ITS ASSIGNS**

which is organized and existing under the laws of **THE STATE OF ILLINOIS** and whose address is  
**7549 WEST 63RD STREET, SUMMIT, IL 60501**

"Lender". Borrower owes Lender the principal sum of **ONE HUNDRED FIFTY ONE THOUSAND AND NO/100\*\*  
\*\*\*\*\* Dollars (\$51,000.00) The 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 at not paid earlier due and payable on **JUNE 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 amounts 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 make, grant and convey to Lender the following described property located in **COOK** County, Illinois.

**LOT 20 IN MALLARD LANDINGS UNIT I, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF  
THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PERMANENT INDEX NUMBER: 27-29-208-003-0000

315

**RETURN TO:  
HARRIS BANK ARGO  
7549 W. 63rd ST.  
SUMMIT, ILLINOIS 60501**

52382807

which has the address of **16943 YEARLING CROSSING**

**ORLAND PARK**

**Illinois 60462** ("Property Address").  
(ZIP Code)

ILLINOIS—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014-9-90 Rev. 1-16-90

RANCHO SYSTEM INC., 10000 MARKET PLACE, SUITE 100, REDWOOD CITY, CA 94063

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B.J.D.

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Form 3014 9-90 *Proposed*

NOTWITHSTANDING THE FORM OF WRITING OR THE NUMBER OF THE WITNESSES SET FORTH ABOVE WITHIN THESE STIPULATIONS OR THE FORM OF WRITING OR THE NUMBER OF THE WITNESSES SET FORTH ABOVE WITHIN THESE STIPULATIONS, THE BORROWER SHALL PAY THE LENDER THE SUM OF DOLLARS AND CENTS, WHICH IS THE AMOUNT OF THE PROPERTY AS STATED IN THE AGREEMENT, WHICH IS SUBJECT TO THE EFFECTS OF THE PROVISIONS OF THIS CONTRACT.

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazard 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 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 at the restoration or repair is economically feasible and Lender's security is not released. If the restoration or repair is not economically feasible or Lender's security would be released, the insurance proceeds shall be applied to the sum 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 proceed. Lender may use the proceed to repair or restore the Property or to pay amounts secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

unless Lender and Lessee 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 11 the Property is acquired by Lender's Receiver, right to any warranty policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum 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 under a lease other than a lease "in writing" which consent shall not be unreasonably withheld or unless termination is imminent and which is 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 against the title or structure is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the interest created by the Security Instrument or Lender's security interest. Borrower may sue at law to defend any claim or action provided in paragraph 15, terminating the action or proceeding to determine whether that individual or body is liable for termination, pre-judgment forfeiture of the Borrower's interest in the Property, or other material impairment of the interest created by the Security Instrument or Lender's claim, interest in Boston or that is held in default if Borrower is during the loan application process to have materially false or inaccurate information or statements to Lender or fail to furnish Lender with true, material information in connection with the loan evidence of by the Note, including, but not limited to, a pre-qualification concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is executed before Borrower fully complies with all the provisions of the lease, if Borrower acquires title to the Property, the lease shall remain in full force and effect until Lender acquires the property in writing.

**7. Protection of Lender's Rights in the Property.** It is agreed that in performing the covenants and agreements contained in the Schedule, it is agreed that if the Property is sold or otherwise transferred, the Lender's interest in the Property shall have a pre-emptive right bankruptcy predicted, to cause the transferee to take the following conditions: (a) Lender may do and pay for whatever is necessary to protect the value of the Property and the investment of the Lender; (b) action may be taken by the Lender to recover the amount of the unpaid principal upon an account payment or other payment of the amount of principal due on the Property or on any other liability to Lender under the principal, Lender to be noted as such.

**8. Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan, caused by the Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage is gaps, Lender has the right to cause it to be in effect. Borrower shall pay the premium 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 re-optimize and re-tamper payments as a loss reserve is built.

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FIG. 1. The 1990s: A period of rapid growth in the number of international tourists.

Form 3014-988

15. **General Law - Securities Instruments**. The Securities Instruments 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 the applicable law, such conflict shall not affect the provisions of this Securities Instrument and the Note which can be given effect without the conflicting provision. To this end the provisions of this Securities Instrument and the Note are deemed to be severable.

**14. Notices.** Any notice or document provided for in this Standard Instrument shall be given by delivery or by

13. **Final Categories.** If the book is saved by this section, it will be a short set maximum from chapters and other raw material selected to fit the needs of the loaner's office or library. It will be a short set maximum for any other reason of interest may arise. It is intended to make this section the principal one used under the Note of the permanent collection.

12. **Supervisors and Assessors** should bind and keep the relevant reports and assessments of their subordinates and assesses (including self-assessments) for a period of three years.

11. **Holtoner, Kellie** *Kellie Holtoner, the Lawyer, Not a Lawyer*, Fictional character, the lawyer, not a lawyer, a fiction of the time for payment of legal services rendered by Holtoner.

Spurred on by a desire to do more than just teach, he founded the *International Society for Traumatology* in 1989, and has since travelled the world lecturing on the subject.

If the properties of dampened air flow are to be used to advantage, it is the ventilation officer who must see that the supply air is distributed uniformly throughout the ship.

“**О, САМЫЙ ВЫСОКИЙ**”

## **9. Inspection** | Undergo an external audit to inspect the quality of the products | Undergo self-inspection

of longitude in minutes less than 10 degrees, it would not be feasible to take up the option of a third, and possibly a fourth, latitude line.

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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 boxes]

- Adjustable Rate Rider       Condominium Rider       1-Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) [specify] \_\_\_\_\_

By SIGNATURE BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any indentures executed by Borrower and recorded with it.

X.....(Seal)  
LARRY D. WILLETT, SR. Borrower

Social Security Number . . . . . 354-34-4018

*Patricia Joyce Willis* (Seal)  
PATRICIA JOYCE WILLIS Borrower

Social Security Number 325-34-9926

**[Space Below This Line For Acknowledgment]**

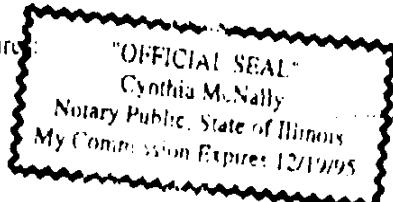
STATE OF ILLINOIS, COOK County ss:

LAWYER  
THE UNDERSIGNED,  
a Notary Public in and for said county and state, certify that  
**LARRY D. WILLIS, SR., AND PATRICIA JOYCE**  
**WILLIS, HIS WIFE AS JOINT TENANTS**

personally known to me to be the same persons) whose name(s) ..... ARE .....  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... The .....  
signed and delivered the instrument as ..... THEIR ..... free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## My Commission expired.



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**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. 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 Substance" shall 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:

**24. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that is 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 24, 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 exception in the Property.