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Please Return To: UNOFFICIAL COPY

Express America Mortgage Comporation P.O. Box 60610 Phoenix, AZ 85082-0610

Loan No.: 6557583

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

July 9

, 19 93 .

The mortgagor is Laura Cothern, an unmarried woman and Christine Cothern, an unmarried woman

("Borrower").

This Security Instrument is given to Illinois Mortgage Associates, Ltd.

whose address is 1806 Glerview Road, Glenview, IL 60025-2949

("Lender"),

Borrower owes Lender the principal state of one hundred twenty five thousand and NO/100ths

Dollars (U.S. \$ 125,000.00). 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 August 1, 2008 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extension, 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:

ALL OF LOT 27 (EXCEPT THE SOUTH 1 FOOT THERFOF) ALSO THE SOUTH 9 FEET OF LOT 26 IN BLOCK 1 IN BELMONT HEIGHTS, BEING A SUBJECTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK CALITY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-29-100-056

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93 JUL 29 PH 12: 42

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which has the address of

3137 North Narragansett Avenue, Chicago

[Street]

[City]

Illinois

60634

("Property Address");

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 seised of the estate hereby conveyed and has the right to 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.

X/5

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

Form 3014 9/90

UNIFORM COVENAN'IS Burraws and Lender to calculate the follows.

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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage 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 for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time. 12 U.S.C. \$2601 ot see. ("RESPA"), unless another law that annies to the Funds sets a

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 of soc. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender pays Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower for pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Punds was made. The Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Fund, in a coordance with the requirements of applicable law. If the amount of the Funds held by Lender at any t

Upon payment in full of all sums secured by this Security Instrument, Lender, Plander, Hunder pairs app. 21, Lender shall acquire or sell the Property, Lender, prior to the nequisition or sale of the Property, shall apply any Fund, and by Lender at the time of acquisition or sale as a credit against the sams secured by this and 2 shall be applied. Itrst, to any p enament charges due under the Notes, second, to amounts payable under paragraphs 1 and 2 shall be applied. Itrst, to any p enament charges due under the Notes, second, to amounts payable under paragraph 2 in the fundament of the Notes of

does not have to do so

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 in a range coverage is not a vinable. 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 ceused to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is anthorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or any this security of the property o

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or mot then the.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sum's secured by this Security Instrument granted by Lender to any successor in interest of roughly successor in interest of the sum's secured by this certain to original Borrower of Borrower's successors in interest. Any forter ance by Lender in exercising any right or remedy shall not be a waiver of or practitate of the sum's secured by this, or unity Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forter ance by Lender in exercising any right or remedy shall not be a waiver of or practitate the exercise of any right or remedy.

12. Successors and Assigns Borrower and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument out does not execute the Note: (a) is co-signing fine Security Instrument only to mortigage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to mortigage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to mortigage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to mortigage, grant and convey that Borrower's interest in the Property and the learn security Instrument on the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by his Security Instrument

severable

without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or ary 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 prohibit a 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 nay 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 until 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) entre, 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 (

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 anneated to a sale of the Note. If there is a change of the Loan Servicer and the address of the Note 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 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 address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other address of 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 assess and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lavsuit or other action by any of which Borrower has actual knowledge. If Borrower learns, or is notified by

Page 3 of

NON-UNIFORM COVERANT. Regular and Leady further governmental gree as follows: 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Barrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law 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.

CAIMENTER												
22.	Release.	Upon p.	ayment of	all sums	secured 1	by this Sec	urity Inst	trument, l	Lender shal	l release	this Security	Instrument
	1	P	13									

without charge to Borrower. Borrower shall pay any recordation costs.

23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument Security Instrument, the covenants and applement the covenants and agreements of [Check applicable box(es)].	reements of each such rider shall be	Borrower and recorded together with this incorporated into and shall amend and it were a part of this Security Instrument.
Adjustable Rate Rider	Condominium Rider	X 1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Lider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, Borrower accept an any rider(s) executed by Borrower and rec	ots and agrees to the terms and covenants	contained in this Security Instrument and
	braca with it.	
Witnesses:		
		(Seal)
	Laura Cot	hern Borrower
9)		
	Christi	ne Cottern (Scal)
	Christine	
	***************************************	(Scal) -Borrower
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	<u> </u>	(Scal)
	*/)x.	IBMOIDG.
	[Space Below This Line For Acknowledgment,	
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$\overline{}$		16
State of Illinois,	County ss:	0,
The foregoing instrument was acknow	ledged before me this 940 day of	Aur 1993, by
Laura Cother		+- Corractine Cother
Witness my hand and official seal.	The War	war I I
witheas my name and official seat.	10000	(h) (h)
		LY WE CONTRACT

" OFFICIAL SEAL "
MARTA CAROLINE SCHILLER
NOTARY PUBLIC. STATE OF ILLINOIS
NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 9/14/96

Motary Public

NOF IT-4 FANILLY RIDER OP

THIS 1-4 FAMILY RIDER is made this 9th day of July , 19 93 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the THIS 1-4 FAMILY RIDER is made this 9th day of "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Illinois Mortgage Associates, Ltd.

of the same date and covering the Property described in the Security Instrument and located at:

(the "Lender")

3137 North Narragansett Avenue, Chicago, IL 60634 [Property Address]

1-4 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, on, 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 1-4 Family Rider and the Security Instrument as the "Property."

B. Use of Property; Co ap lance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unic is Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of the governmental body applicable to the Property.

C. Subordinate Liens. Excerc 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 Cover are 5.

E. "Borrower's Right to Reinstate" Delc.ed. 11niform 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, For cower 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 Levicer's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a lease hold.

II. 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 Cents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents 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 Instrument, (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premit us on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) 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 ing Jequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing in: Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

1. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach upon the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

.. (Seal)

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Lase/Doc (TM) by Delphi Information Sciences Corp. LDoc057.0391

Form 3170 9/90 XC2000DAAA(.00)