

PREPARED BY:
CANDICE J. DOKEY
CHICAGO, IL 60614

UNOFFICIAL COPY

93914515

RECORD AND RETURN TO:

FULL SERVICE MORTGAGE CORPORATION
1150 WEST DIVERSEY PARKWAY
CHICAGO, ILLINOIS 60614

(Space Above This Line For Recording Data)

93914515

MORTGAGE

930094209

DEPT-01 RECORDING \$31.50
T01111 TRAN 3322 11/10/93 08:56:00
\$7473 + *-93-914515
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 28, 1993
DIANE C. HARRIS, UNMARRIED PERSON
AND ALYSIA D. HARRIS, UNMARRIED PERSON

The mortgagor is

("Borrower"). This Security Instrument is given to
FULL SERVICE MORTGAGE CORPORATION

93914515

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 1150 WEST DIVERSEY PARKWAY
CHICAGO, ILLINOIS 60614
FORTY NINE THOUSAND
AND 00/100

, and which

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, 2023. This Security Instrument secures to Lender, (a) the repayment of the debt evidenced in the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK COUNTY, ILLINOIS.

LOT 36 AND LOT 35 "EXCEPT THE NORTH 15 FEET THEREOF" IN BLOCK 3 IN
WALTER H. FIELD'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF BLOCKS
3, 4, 5 AND 6 IN ALLEN'S SUBDIVISION OF THE WEST 40 ACRES OF THE EAST
1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-21-404-051

which has the address of 11575 SOUTH LA SALLE, CHICAGO
Illinois 60628
Zip Code

Street, City .

(*Property Address*)

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

VAMP -6R1H1 1000

LAW MORTGAGE PLACEMENT & SERVICES - BLOOMFIELD

DPS 1089

Form 301A 3/90

3150

UNOFFICIAL COPY

Form 303 9-90
DPS 1989

GENERIC FORM

more of the actions set forth above within 10 days of the giving of notice.
This Security Instrument, Lender may give Borrower a notice terminating the lease, Borrower shall return the lease or this instrument. If Lender determines that any part of the Property is subject to a lease which may affect the security interest of the lessee or (e) securites from the holder of the lease an agreement with respect to Lender's authority to recover possession of the lease to terminate it, or determine of the lease or (e) securites from the holder of the lease in a manner acceptable to Lender, (b) agrees in good faith that the lease is terminated by the payment of the obligation accrued by the lessee over this security instrument unless otherwise agreed.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment to the lessor.
In the period used pay intent, Borrower shall provide Lender all notices of amounts to be paid under this instrument to the person whose name is provided in paragraph 2, or if not paid in full intent, Borrower shall pay the sum on time directly to the appropriate over this security instrument, and responsible payments of ground rents, if any, Borrower shall pay which may then become payable over this security instrument, charges, taxes and impositions due to the Property.

4. (Chargess) Lessor, Borrower shall pay all taxes, charges due under the Note, and 2 shall be applied first to any prepayment charges due under the Note, second, to amounts payable under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note, and last, to any late charges due under the Note.

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

this Security Instrument,
of the Property, shall apply any funds held by Lender at the time of application of such as credit against the sum accrued by Lender held by Lender to sell the property, Lender shall promptly furnish to the lessor the amount in full of all sums accrued by this security instrument, lessor to the lessor the amount in full of all sums accrued by

the lessor to the lessor to make up the deficiency in no more than twelve months.

Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months when due, Lender may so notify Borrower in writing, and, if the amount of the funds held by Lender is not sufficient to pay the execution fees when due, Lender shall make up the deficiency in no more than twelve months.

For the excess funds in accordance with the requirements of application, if, in the event of a sale of the property, Lender shall receive a note for the amount of the funds held by Lender to the lessor.

In the funds held by Lender exceed the amounts received by the lessor, Lender shall apply the amount to the lessor.

depth to the funds was made. The funds are pledged as additional security for all sums accrued by this security instrument.

Without charge, in annual increments of the funds, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, the interest shall be paid on the funds. Lender shall give to Borrower application law requires, referred to be paid, Lender may intercept to pay Borrower any intercept or garnishment on the funds.

Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender, however, Lender may intercept this sum with the funds, unless Lender is unable to make up the difference, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

2. Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

3. Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

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6. Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

7. Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

8. Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

9. Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

10. Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

11. Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

12. Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

13. Lender may intercept to pay a one time charge for an independent real estate tax escrow service as set forth in the Note, Lender may not charge for the holding and applying the funds, unconditionally waives any right to pay the funds.

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5. Hazard or Property Insurance. Borrower shall have the insurance coverage 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 that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve
DPS 1091

Form 3014 9-90

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H/H
H/D
Form 34/1A 3/90
DPS 1092

999-681117 9/11

16. Borrower's Copy. Borrower shall be given one unauthenticated copy of the Note and of this instrument.

To be detached

gives effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are deemed conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded in whole if the Property is located in the event that any provision of clause 16 is contrary to law or the Note.

15. Governing Law; Severability. This Security Instrument shall be governed by the federal law and the law of the state where it is situated.

Security Instrument shall be deemed to have been given to Borrower or Lender when given in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

or any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail to

or by first class mail unless applicable law requires otherwise. The notice shall be directed to the Property Address

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing

prepayment charge under the Note.

payment to Borrower. In a refund notice, the redemption will be treated as a partial prepayment without any

Borrower. Lender may choose to make this refund by reducing the principal owed under the note or by making a direct

to the permitted limit and (b) any sum already collected from Borrower which exceeds permitted limits will be refunded to

or exceed the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

and that law is timely interpreted so that the interest of either loan charges will be offset in accordance with the

make any accommodations with regard to the terms of this Security Instrument or the note without the Borrower's consent.

secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or

Borrower's interest in the Property under the terms of this Security Instrument, but is not personally liable to pay the same

Instrument but does not execute the Note; (d) is occupying this Security Instrument only to manage, own and occupy this Security

paragraph 12. Borrower's servants and guests shall be joint and several. Any Borrower who occupies this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, except to the provisions of this

12. Successors and Assigns Joint and Several Liability: Co-signer. The servants and successors of this

execute of any debt or encumbrance.

successors in interest. Any reduction made by Lender in excess of any sum of funds shall not be a waiver of or precludes the

of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's

summons proceedings against any successor in interest for payment of otherwise undisputed indebtedness and operates to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to

of amortization of the sums secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment of indebtedness

possibly the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments

unless Lender and Borrower otherwise agree in writing, any proceeds to principal shall not extend to

settled by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to reduction of principal of the Property or to the sums

and of settle a claim for damages. Borrower fails to respond to Lender within 10 days after the date the notice is given

in the Property, is deemed by Borrower, or its agent, to have failed to make the same at

by applied to the same, secured by this Security Instrument whether or not the same are then due.

Lender, unless otherwise and Lender otherwise agrees in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the

before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security Instrument shall be reduced by the proceeds immediately before the taking, or (c) the total

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the same secured by this

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this

whether or not the due date, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

10. Creditorship. The proceeds of any award of damages in favor of nonresident, the foreign corporation, or

Borrower's notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspection of the Property. Lender shall give

just cause and reasonable which any written agreement between Borrower and Lender of applicable law.

the premises required to maintain insurance in effect, or to provide a loss lesser than the requirement for mortgage pay

that Lender (hereinafter referred to as "mortgagee") becomes insolvent and is qualified to pay the amount and for the period

any debts may no longer be required, at the option of Lender. If mortgagee insures coverage in the amount and for the period

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17. Transfer of the Property or a Beneficial Interest in Borrower. If the Lender's interest in the Property or a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) with or 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.

DPS 1093
Form 3016 9-99

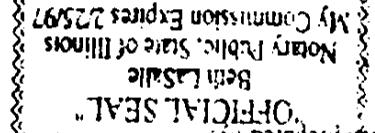
[Signature]

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DPS 1094

Form 3014 9-90

2004-A-76



My Commission Expires:

2/25/97

OFFICIAL SEAL

This instrument is intended for

My Commission Expires:

2/25/97

Notary Public

I, Diane C. Harris, do solemnly swear, that I have read and understood the said instrument to be a true and accurate copy of the original instrument, and acknowledge that the person or persons whose names are herein subscribed to be the same persons to whom the original instrument was made.

STATE OF ILLINOIS, COOK
 COUNTY, ILLINOIS
 I, Diane C. Harris, UNMARRIED PERSON AND
 wife DIANE C. HARRIS, UNMARRIED PERSON AND
 a Notary Public in and for said county and state do hereby certify

(County) ss:

ALEXIA D. HARRIS, UNMARRIED PERSON

-Borrower
 (Seal)

-Borrower
 (Seal)

-Borrower
 (Seal)

-Borrower
 (Seal)

-Borrower
 (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
 in my (hereto) executed by Borrower and recorded with the
 Recorder of Deeds of Cook County, Illinois.

- Admissible Rider
- Conditional Rider
- Extended Term Development Rider
- Family Rider
- Financial Rider
- Impairment Rider
- Second Home Rider
- Other(s) [Specify]

V.A. Rider

Baldwin Rider

Graduated Payment Rider

Check applicable boxes]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
 Security Instrument, the provisions and agreements of this Security Instrument as if the riders were a part of this Security Instrument.