

# UNOFFICIAL COPY

93219333

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DEPT 11 REC'D 90,1 \$33.00  
77-1111 1988 8613 03/24/93 10:11:00  
43790 5 - 93-219333  
COOK COUNTY RECORDER

*See 404*



[Space Above This Line For Recording Data]

LOAN NO.: 000-10810-1

BOX 404

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 17, 1993** . The mortgagor is **JOHN W. HUGHES, AND, JOANNE T. HUGHES, HIS WIFE** ("Borrower"). This Security Instrument is given to **SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO**

**93219333**

which is organized and existing under the laws of **United States of America** , and whose address is **3525 WEST 63RD STREET, CHICAGO IL 60629** ("Lender"). Borrower owes Lender the principal sum of

**SEVENTY SIX THOUSAND AND NO/100 Dollars (U.S. \$ 76,000.00 )**.  
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 **APRIL 1, 2008**.  
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 **COOK** County, Illinois:

**REFER TO ADDENDUM ATTACHED HERETO AND MADE APART HEREOF**

*3309*

P.L.N.;  
which has the address of **5420 W. FRANKLIN** **OAK LAWN** [Street, City];  
**Illinois** **60453** [Zip Code] **(Property Address)**;

# **UNOFFICIAL COPY**

Form 3014 9/90

ATTN: CYNTHIA BERKE

HARVESTON, LILLIAN

WINTER SOCIETY 2006

This instrument was prepared by **SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION**  
**4062 SOUTHWEST HIGHWAY**

JOHN W. HODGES, AND JOANNE T. HODGES, HIS WIFE

**County seal:** \_\_\_\_\_, a Notary Public in and for said county and state do hereby certify

MARY A. McNAULY  
ILLINOIS.

187

**Borrower:** \_\_\_\_\_  
**(Seal)**

Borrower

**JOURNAL T. HUTCHES** -Borrower  
**(Seal)**

---

**JOHN W. MICHES**  
-Bartender  
(Sear)

BY SIGNING BELOW, BOTTWER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BOTTWER AND RECORDED WITH IT.

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<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Grandminimum Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planmed Unit Development Rider	<input type="checkbox"/> Race Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]
<input type="checkbox"/> Adjustable Race Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planmed Unit Development Rider	<input type="checkbox"/> Race Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planmed Unit Development Rider	<input type="checkbox"/> Race Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]

24. Rides to ride security instrument. It 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.

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**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 Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Borrower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower, (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defends against contempt 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 a replacement security to Lender.

4. **Charges:** Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and each hold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person making payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. The Funds are pledged as additional security for all sums secured by this Security Instrument.

The Funds shall be held in an institution whose depositories 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. Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or verifying the Escrow items, unless Lender may not charge Lender for holding the Funds and applying the Funds to pay the Escrow items. Lender shall be entitled to withdraw funds from the Funds to pay the Escrow items, unless Lender may not charge Borrower for holding the Funds and applying the Funds to pay the Escrow items. Lender may not charge Borrower for holding the Funds and applying the Funds to pay the Escrow items, unless Lender may not charge Borrower for holding the Funds and applying the Funds to pay the Escrow items.

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may attach prior to the Note until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 set forth in the Note, if so desired, for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"). Unless another law shall apply to the Funds set aside for Escrow Items, the amounts of current data and reasonable estimates of expenditures of future sets a lesser amount, if so desired, at any time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds set aside for Escrow Items, the amounts of current data and reasonable estimates of expenditures of future 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.

1. Payment of Principle 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.

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

**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.**

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage same and convey the Property and that the title to the Property against all claims and demands, subject to any encumbrances or record.

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HERETOFER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES, AND FIXTURES NOW OR HERETOFER A PART OF THE IMPROVEMENTS NOW OR HERETOFER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES, AND FIXTURES NOW OR HERETOFER A PART OF THE PROPERTY. All improvements and addititons shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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**8. Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgagor coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage equivalent to the previous coverage provided by Lender. For any reason, the mortgagor coverage insurance is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly monthly 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

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

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 include paying any sums secured by a lien which has priority over this Security Instrument, operating in court, paying reasonable attorney fees and attorney's costs to make repairs. Although Lender may take action under this paragraph

Subject to the above conditions, the Company shall not be liable for any loss or damage arising from the use of the property by the lessee or his agent or servants.

Secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums

Property, or does not answer within 30 days a notice from Lender that the measure corrective has offered to settle a claim, then

Secured by this security instrument, whether or not due, with any excess paid to Seller, in the amount of the

Because of the enormous difficulties involved in getting the right kind of information, it is difficult to say exactly what the effects of the new legislation will be. However, there is one point which can be made with some confidence: if the new legislation is successful, it will have a significant impact on the way in which the law is applied.

receipts by not economically feasible or render's security would be lessened, the insurance proceeds shall be applied to the same

Property damage, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

Leader may make proposal to loss in not trade prompted by bottomline.

MAINTAIN THIS ITEM IN A DRY, CLEAN, COOL, AND DUST-FREE ENVIRONMENT. DO NOT EXPOSE TO DIRECT SUNLIGHT OR HEAT. DO NOT SPILL LIQUIDS ON THE SCREEN OR KEYBOARD.

paid premiums and receive **no** notices. In the event of loss, Bottower shall give prompt notice to the insurance carrier andlander.

shall have the right to hold the policies and renewals, Borrower shall promptly give to Lender all receipts of

All insurance policies and renewals shall be acceptable to Lennder and sha

option, obtain coverage to protect Leander's rights in the property in accordance with paragraph /

If the manufacturer fails to maintain certain deductible above, the vendor may be liable for the difference.

that Lender's requirements. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval.

bloods or loadings, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods

Properties measured after losses by fire, hazards included within the claim excluded coverage and any other hazards, including

5. **Hazardous Properties** HAZARDOUS SUBSTANCES SHOULD KEEP THE IMPROVEMENTS HOW EXISTING

**6 Hazardous or Dangerous Insolubility** Bottles or shall keep the impervious pack containing of hazardous materials in the case of emergency.

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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.

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 the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the 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. 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 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 not then due.

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 sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect 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 Note and of this Security Instrument.

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LOAN NO.: 020-10810-1

BORROWER/ENTITY: JOHN W. HUGHES

## LEGAL DESCRIPTION

### Addendum

LOT 10 AND LOT 11 IN BLOCK 19 IN MINNICK'S OAK LAWN SUBDIVISION,  
BEING A SUBDIVISION OF THE NORTH WEST 1/4 AND THE WEST 20 ACRES  
OF THE NORTH EAST 1/4 (EXCEPT THE NORTH 699.94 FEET OF THE  
EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PERMANENT INDEX NOS.: 24-09-114-036 AND 24-09-114-037

5420 W. FRANKLIN  
OAK LAWN, IL 60453

P.I.N.:

PREPARED BY: SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION  
4062 SOUTHWEST HIGHWAY  
HOMETOWN, IL 60456  
CYNTHIA BEILKE

RECEIVED  
CLERK'S OFFICE  
COOK COUNTY