

PREPARED BY:
JOAN GILBERT
LOMBARD; IL 60148

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RECORD AND RETURN TO:

EQUITY MORTGAGE CORPORATION
1920 HIGHLAND AVENUE-SUITE 210
LOMBARD, ILLINOIS 60148

92949549

*THIS MORTGAGE IS BEING RE-RECORDED TO COMPLETE NOTARY SECTION.
(Space Above This Line For Recording Data)

MORTGAGE

08858409

DEPT-01 RECORDING \$31.50
T#4444 TRAN 3896 12/16/92 13:33:00
\$6393 + **-72-949549
COOK COUNTY RECORDER

93226814

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 11, 1992
PATRICK G. CARR, SR., MARRIED TO
VAHLI L. CARR ** AND PATRICK G. CARR, JR., SINGLE NEVER MARRIED

The mortgagor is

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

DEPT-01 RECORDINGS \$31.50
1#7777 TRAN 6859 03/26/93 12:07:00
\$7155 + **-93-226814
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose
address is 1920 HIGHLAND AVENUE-SUITE 210
LOMBARD, ILLINOIS 60148 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED
AND 00/100

Dollars (U.S. \$ 132,300.00).

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 JANUARY 1, 2023. 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:
LOT 7 (EXCEPT THE NORTH 16 2/3 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK
3 IN ELLSWORTH IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25,
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

92949549

**VAHLI L. CARR IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE
OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS

12-25-401-029

which has the address of 2732 NORTH 75TH AVENUE, ELMWOOD PARK
Illinois 60635 ("Property Address");

Street, City,

DPB 1988

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
MORTGAGE FORM NO. 13-1983 (10/00) (800)621-7501

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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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due 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. Section 2601 *et seq.* ("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. Lender may not charge 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 to 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 Funds was made. The Funds are pledged as additional security for all 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 at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund 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.

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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold 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. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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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 mortgage insurance coverage required by Lender ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, in a cost substantially equivalent to the amount originally paid annually by Lender.

Any amounts disbursed by Learner under this paragraph 7 shall become additional debt of Learner to Bursar or other secured by this security instrument. Unless Horwasser and Learner agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate and shall be payable, with interest, upon notice from Learner to Bursar or other requesting

7. Protection of Leader'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 Leader's rights in the Property (such as a proceeding in bankruptcy, probate, for confirmation of title or to enforce liens or judgments), then Leader may do and receive all the rights in the Property as if he were the owner under this paragraph.

6. (Occupancy, Preferential, Maintenance and Protection of the Property; Borrower's Loan Application; Lenders) Borrower shall occupy, establish, etc., 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 execution, unless Lender otherwise agrees in writing, which contract shall not be unreasonably withheld, or unless the date of occupancy, unless Lender otherwise agrees in writing, which contract shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall not damage or impair the Property, allow the Property to deteriorate, or otherwise waste the Property. Borrower shall be in default if any portion of the principal instrument is held by Lender under option, or if Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which contract shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall not damage or impair the Property, allow the Property to deteriorate, or otherwise waste the Property. Borrower shall be in default if any portion of the principal instrument is held by Lender under option, or if Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which contract shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall not damage or impair the Property, allow the Property to deteriorate, or otherwise waste the Property. Borrower shall be in default if any portion of the principal instrument is held by Lender under option, or if Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which contract shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall not damage or impair the Property, allow the Property to deteriorate, or otherwise waste the Property.

diminished to the equivalent of the acquisition shall pass to [REDACTED] Lender to the extent of the sum received by this instrument.

unless Landlord 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 any property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from

Linen Leander 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 Leander's security is not lessened. If the restoration or repair is not economically feasible or Leander's security would be lessened, the insurance proceeds shall be applied to the sums required by this Security Instrument, whether or not then due. If the 30-day period will begin when the notice is given,

should have the right to hold the policies and renewals. If Leander 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.

All insurance policies and renewals shall be susceptible to Lender and shall include a standard mortgage clause, Lender option, default coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

5. Hazard or Property Insurance: A power shall keep the improvements now existing or hereafter erected on the property insured against losses by fire, hazards included within the general coverage, and any other hazards, including floods or flooding, for which Leander requires insurance. This insurance shall be maintained in the amounts and for the periods of liability, for which Leander requires insurance. The insurance shall be chosen by Borrower subject to Leander's approval that Leander requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Leander's approval that Leander shall not be uninsured with regard to certain categories described above. Leander may, at Leander's discretion, require that Leander's name be included in the insurance policy.

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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.

DPS 1082

Form 3014 9/90

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7.2. **WHAT IS HOMOEROS?** However we will only go briefly of homoerotic examples in the paper.

11614/17/May-2000

22. **Redeem.** Upon your payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. Accelerations Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 17 unless of any covenant or agreement in this Security Instrument (and not prior to acceleration under paragraph 17 under applicable law provided otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date 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 this loan instrument, forfeiture by judicial proceeding and sale of the Property. The notice shall further recite by this Security Instrument, forfeiture by judicial proceeding and sale of the Property. The notice shall further recite the date specified in the notice the notice may result in acceleration of this loan instrument, forfeiture by judicial proceeding and sale of the Property. The notice shall further

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

As used in this paragraph 20, "Hazardous substances" are those substances determined as toxic or hazardous substances by environmental law and the following subsections:

hereinafter used to maintainance of the Property.

20. **Hazardous Substances** Bortower shall not cause or permit the manufacture, use, disposal, storage, or release of any hazardous substance in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous substances that are generally recognized to be appropriate to normal

19. **Style of Note.** Change of Loan Service. 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" that collects monthly payments due under the Note and this Security Instrument. If there is a change of the "Loan Servicer" and the new service fails to make timely payments to which payments should be made, the notice will also contain any other addresses of the new Loan Service and the address to which payments should be made. The notice will also contain any other given written notice of the change in who, along with paragraph 14 above and applicable law, the notice will state the name and given written notice of the change in who, along with paragraph 14 above and applicable law, the notice will state the name and address of the Loan Service, unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of notice 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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this instrument without further notice or demand on Borrower.

17. Transfer of the Property or a **Initial** 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, transferred and held by natural persons) 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.

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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. **VAHLI L. CARR IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
(Check applicable box(es))

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness

X *Patrick G. Carr, Sr.* (Seal)
PATRICK G. CARR, SR./MARRIED TO Borrower
VAHLI L. CARR

Witness

X *Patrick Carr, Jr.* (Seal)
PATRICK G. CARR, JR. Borrower

(Seal)
Borrower

Vahl L. Carr (Seal)
VAHLI L. CARR Borrower

STATE OF ILLINOIS, COOK

County ss:

I, the undersigned
county and state do hereby certify that
PATRICK G. CARR, SR., MARRIED TO VAHLI L. CARR** AND
PATRICK G. CARR, JR., SINGLE NEVER MARRIED

, a Notary Public in and for said

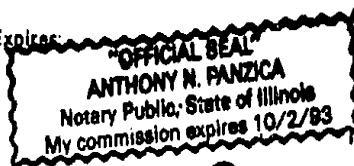
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of

DECEMBER

1992

My Commission Expires:



Notary Public

DPS 1094