

# UNOFFICIAL COPY

PREPARED BY AND MAILED TO:

LOAN # 5529824

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MARYS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

93229405

Book 2A

## LENDERS TITLE GUARANTY

4801 Emerson Street, Suite 1900 Space Above This Line For Recording Data

Palatine, IL 60067

(708) 303-8200

## MORTGAGE

DEPT-01 RECORDING

T61111 TRAH 9053 03/19/93 13:44:00

13642 44-93-229405

COOK COUNTY RECORDER

\$31.00

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 25th, 1993, by KEITH WILSON and ANGELA W. NELSON, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 111 E. BUSSE AVENUE

MT. PROSPECT, IL 60056 ("Lender"). Borrower owes Lender the principal sum of THIRTY FOUR THOUSAND & 00/100

Dollars (U.S. \$ 34,000.00). 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, 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

TAX ID #: 25-01-132-027-0000 COOK County, Illinois:  
LOT 34 IN BLOCK 2 IN JEFFREY PARK ADDITION TO CHICAGO, BEING  
A SUBDIVISION IN THE EAST HALF (1/2) OF THE EAST HALF (1/2)  
OF THE NORTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 37  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

which has the address of 2018 SOUTH JEFFERY AVENUE CHICAGO  
Illinois 60617 ("Property Address");  
(Zip Code)

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

5529824

VMP MORTGAGE FORMS (519)803-0130 (800)621-7291

Page 1 of 6

Form 3014 8/90  
Amended 5/91  
Initials: K.Y.W.  
AVW

31<sup>0</sup>/<sub>60</sub>

93229405

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FORM 301A 8/180

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Borrower shall promptly disburse any funds received by Borrower over the term of this Security Instrument in accordance with the terms of this instrument.

4. **Chargers;** Leases, Burrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue over the security instruments, and leasehold payments in ground rents, if any; Burrower shall pay these expenses over and above the amount provided in paragraph 2, or if not paid in due time, Burrower shall pay directly to the lessor an amount equal to twice the number provided in paragraph 2, or to the amount of damages resulting from the non-payment of the amounts referred to in the first sentence, whichever is the greater.

**3. Application of Payments.** Unless otherwise provided, all payments received by [ ] under payment terms

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 shall make to the acquirer or salee of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit to pay out the sums secured by this

ii. The Funds held by Leander exceed the amounts permitted to be held by a single Leander shall account to Borrower for the excessive Funds in accordance with the applicable law, Leander shall account to Borrower for the amounts held by Leander to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following payment of the Funds held by Leander to Borrower's sole discretion.

The Funds shall be held in an escrow account, whose depositors are insured by a federal agency, intramunicipality, or county (including Federal Home Loan Bank). Under shall apply the Funds to pay the Escrow holder, if he is such an institution) in any Federal Home Loan Bank. Under shall apply the Funds to pay the Escrow holder, if he is such an institution) in any Federal Home Loan Bank. Under may not charge the Funds for holding and applying the Funds, annually until July 1 of each year, or verrify by the Escrow items, unless Escrow pays Bearer, unless it is held on the Funds and applicable law permits Under to make such a charge. However, Under may require Borrower to pay a due date charge for an immediate return cash or service used by Under in connection with this loan unless otherwise specified. Under is liable to the depositor for damage to his property or services caused by Under in connection with this loan.

otherwise in accordance with applicable law.

2. **Fundis for Taxes and Incurables.** Subject to applicable law or to 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 ("Fundis") for: (a) yearly taxes and assessments which may accrue during the period over which the Security instrument is held on the Note; (b) yearly leasehold payments of 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 mortgagage insurance premiums. These items are called "Taxes and Incurables". Lender may, in any case, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may legally collect 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 limits or exceeds the lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amend the terms of Funds due up to the basis of current data and reasonable estimates of expected future of future Events or

principles of and influence on die debt evidenced by die Note and any prepayment and late charges due under die Note.

Chirurgien COEUR ET ARTÈRES, chirurgien couvreur et chirurgien orthopédiste, qui peuvent être payés lorsque la chirurgie est faite.

THIS SECURITY INSTRUMENT combines uniform coverage for natural gas and non-uniform coverages with limited indemnification by just satisfaction to constitute a uniform security instrument covering real property.

CONVENIENT CO-OWNERSHIP IS AN ABSOLUTE ADVANTAGE BASED ON THE SAME HEAVILY ACCUMULATED DEMANDS.

**TOO LITTLE**, WITH THE INFORMATION WE HAVE, IT IS IMPOSSIBLE TO DETERMINE WHICH OF THESE PROBLEMS IS THE PRIMARY SOURCE OF THE PROBLEM, AND WHICH IS THE SECONDARY SOURCE. ALL WE CAN DO IS TO TRY AND GET AS MUCH INFORMATION AS POSSIBLE, AND THEN MAKE A DECISION BASED ON THAT INFORMATION.

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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, in its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not 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.

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FORM 101-A/80

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In the next stage of the experiment, the subjects were asked to indicate the intensity of the feelings of fear and anger they experienced. The results showed that the subjects who had been exposed to the threatening stimulus reported higher levels of fear and anger than those who had been exposed to the neutral stimulus. This suggests that the threatening stimulus was effective in eliciting emotional responses.

Any transaction affected by law under this paragraph<sup>7</sup> shall become valid without delay from the date of execution.

7. Protection of Lender's Rights in the Property. (f) Borrower shall not petition the court to annul or set aside any assignment or transfer of this Security Interest, or file a complaint for cancellation of title to the Property.

not merge unless [either agrees to the merger in writing].

Unlessas Lender, and Borrower otherwise agree in writing, any application or proceeds to principal shall not exceed or postpone the due date of the ordinary payments referred to in paragraph 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 received by this Security instrument prior to the acquisition.

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

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 required to keep the property habitable or Lender's security restored. The insurance proceeds shall be applied to the sums required by this Section 20. Notwithstanding the above, if the insurance proceeds paid to Lender exceed the amount of the principal and interest due, Lender may use the proceeds to repair or restore the property or to pay sums accrued.

permittances and remedial notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to void the policy and renewals, if Lender renews, Borrower shall promptly give to Lender all receipts of paid

5. **Forward or Properly Insured.** Borrower shall keep the improvements now 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 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.

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THIS SECURITY INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEED OF TRUST AND THE LOAN AGREEMENT WHICH ARE ATTACHED HERETO AS EXHIBITS A AND B, RESPECTIVELY. THE SECURITY INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE SECURITY AGREEMENT WHICH IS ATTACHED HERETO AS EXHIBIT C. THE SECURITY INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE MORTGAGE WHICH IS ATTACHED HERETO AS EXHIBIT D. THE SECURITY INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE FLOOR PLAN WHICH IS ATTACHED HERETO AS EXHIBIT E. THE SECURITY INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS WHICH ARE ATTACHED HERETO AS EXHIBIT F. THE SECURITY INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE PLANNED UNIT DEVELOPMENT DOCUMENTS WHICH ARE ATTACHED HERETO AS EXHIBIT G. THE SECURITY INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE RATIO IMPROVEMENT DOCUMENTS WHICH ARE ATTACHED HERETO AS EXHIBIT H. THE SECURITY INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE OTHER RIDERS WHICH ARE ATTACHED HERETO AS EXHIBIT I.

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

Adjustable Rate Rider

Graduated Payment Rider

Balloon Rider

V.A. Rider

Condominium Rider

Planned Unit Development Rider

Ratio 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.

Witnesses:

*Barbara Tuttle*

KRISTY P. WILSON  
KRISTY WILSON

(Seal)  
Borrower

ANDREA L. WILSON  
ANDREA W. WILSON

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

STATE OF ILLINOIS,

C.D.R.K.

County ss:

I, Barbara Tuttle, Notary Public in and for said county and state do hereby certify that  
I signed this instrument on 10 October 1988, at Oak Brook, Illinois, in the presence of *Jennifer Fortner*,  
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 herein set forth.  
Given under my hand and official seal, this 10th day of October, 1988.

My Commission Expires:

*8/28/94*

*Barbara Tuttle*  
Notary Public

This instrument was prepared by:

JENNIFER FORTNER

RECORD AND RETURN TO: Page 0 of 0  
MIDWEST MORTGAGE SERVICES, INC.  
4901 SOUTH MEYERS ROAD, SUITE 300  
OAK BROOK TERRACE, IL 60521

OFFICIAL SEAL  
BARBARA TUTTLE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRED AUG. 20, 1994

Form 3014 0/00

93229405

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23. Whether or from whom, borrower will use all right of homestead exemption in the property.

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. **Acceleration:** Under such five notice to trigger prior to acceleration under the following circumstances:

- (a) if any covenant or agreement in this Security Instrument (but not prior to acceleration under the foregoing paragraph 22) is breached;
- (b) if the debt is declared due before its due date by written notice to the Borrower; or
- (c) if the debt is declared due before its due date by written notice to the Borrower;
- (d) if the debt is declared due before its due date by written notice to the Borrower;
- (e) if the debt is declared due before its due date by written notice to the Borrower;
- (f) if the debt is declared due before its due date by written notice to the Borrower;
- (g) if the debt is declared due before its due date by written notice to the Borrower;
- (h) if the debt is declared due before its due date by written notice to the Borrower;
- (i) if the debt is declared due before its due date by written notice to the Borrower;
- (j) if the debt is declared due before its due date by written notice to the Borrower;
- (k) if the debt is declared due before its due date by written notice to the Borrower;
- (l) if the debt is declared due before its due date by written notice to the Borrower;
- (m) if the debt is declared due before its due date by written notice to the Borrower;
- (n) if the debt is declared due before its due date by written notice to the Borrower;
- (o) if the debt is declared due before its due date by written notice to the Borrower;
- (p) if the debt is declared due before its due date by written notice to the Borrower;
- (q) if the debt is declared due before its due date by written notice to the Borrower;
- (r) if the debt is declared due before its due date by written notice to the Borrower;
- (s) if the debt is declared due before its due date by written notice to the Borrower;
- (t) if the debt is declared due before its due date by written notice to the Borrower;
- (u) if the debt is declared due before its due date by written notice to the Borrower;
- (v) if the debt is declared due before its due date by written notice to the Borrower;
- (w) if the debt is declared due before its due date by written notice to the Borrower;
- (x) if the debt is declared due before its due date by written notice to the Borrower;
- (y) if the debt is declared due before its due date by written notice to the Borrower;
- (z) if the debt is declared due before its due date by written notice to the Borrower;

NON-UNIFORM COVARIANTS, BOTTOWER AND LEMDNER FURTHER DEVELOPED AND FOLLOWED AS FOLLOWS:

If under circumstances that may, under similar circumstances, provide a reasonable inference of negligence, the conduct of the officer or employee of the lessor in the selection of the lessee may give rise to liability for damages resulting from the negligence.

17. Borrower or the Proprietor or a Beneficiary shall not be liable for any part of the Prepayment of any interest in its favor or for any part of the Prepayment of any interest in its favor.