

# UNOFFICIAL COPY

LOAN # 53100004

93303836

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on .....APRIL 21....., 19 93..... The mortgagor is ..SYLVIA.. TAYLOR. A. NEVER. MARRIED. WOMAN.....

("Borrower"). This Security Instrument is given to .....  
**FEDERAL SAVINGS AND LOAN ASSOCIATION**, which is organized and existing  
under the laws of .....THE UNITED STATES OF AMERICA....., and whose address is .....  
11 West Monroe Street, Chicago, IL 60603..... ("Lender").

Borrower owes Lender the principal sum of ..BEVENTY ONE THOUSAND AND NO/100..... Dollars (U.S. \$ . 71,000.00.....). 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 .....05-31-2023..... 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 prop-  
erty located in .....CRAN..... County, Illinois:

LOT 8 IN THE SUBDIVISION OF LOTS 22, 23 AND 24 IN BLOCK 1 IN SNOW AND DICKINSON'S  
SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF  
SECTION 10, TOWNSHIP 98 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
BOOK COUNTY, ILLINOIS.

PERMANENT TAX I.D. NUMBER 20-10-010-009-0000

which has the address of ..400 S.....S., FORRESTERVILLE....., CHICAGO.....  
(Street) (City)

Illinois ..... 60016..... ("Property Address");  
(Zip Code)

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.

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

Volume 4070

Form 3014 9/90 (page 1 of 6 pages)

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19. Borrower shall be given one conforming copy of the Note and of this Security Instrument.  
20. Borrower's copy. Borrower shall be entitled to a beneficial interest in Borrower is sold or transferred and Borrower is not a natural  
person or a partnership or a corporation, it shall be entitled to a beneficial interest in Borrower is sold or transferred and Borrower is not a natural  
person or a partnership or a corporation.

(3) **Staggering law; severability.** This Security instrument shall be governed by federal law and the law of the state where it was executed.

13. Notwithstanding any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by filing it in the office of the recorder of deeds of the county in which the property described in or

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 Section 11. Successors and assigns shall be bound by the terms of this Security instrument if they do not violate the terms of this Security instrument.

11. Director and Leader and the otherwise agree in writing, any application of proceeds to principal shall not exceed the date of the warrant's payment referred to in paragraph 1 and 2 or change the amount of such payment.

12. Director and Leader and the otherwise agree in writing, any application of proceeds to principal shall not exceed the date of the warrant's payment referred to in paragraph 1 and 2 or change the amount of such payment.

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

98. **Condition.** Lender or its agent may make reasonable entries upon and inspections of the Property, whenever such give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

99. **Undamnation.** The proceeds of any award of damages, direct or consequential in lieu of condemnation, are hereby assigned to Lender.

100. **Condemnation.** Any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to Lender.

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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. (Check applicable box(es))

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider      |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider           |
| <input type="checkbox"/> Other(s) (specify)      |   |  |

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:

*Sylvia Taylor*

.....(Seal)  
—Borrower

.....(Seal)  
—Borrower

[Space Below This Line For Acknowledgment]

STATE OF *Illinois* } SS:  
COUNTY OF *Cook* }

The undersigned Notary Public in and for said county and state, do hereby certify that  
**KELLY A. TAYLOR, A NEVER MARRIED WOMAN**, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be . . . HER . . . free and voluntary act  
(his, her, their)

and deed and that . . . SHE . . . executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 21<sup>st</sup> day of April, 1993.

My Commission Expires: **12/13/93**  
**OFFICIAL SEAL**  
Kelly A. Shero  
Notary Public, State of Illinois  
My Commission Expires 12/13/93

This instrument was prepared by **TERESA SAWYER**, 78 W. MONROE, CHICAGO, IL, 60603.

*Kelly A. Shero* (SEAL)  
Notary Public

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## SOCIO-ECONOMIC COVENANTS

Boatmen shall promptly give written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the Property and any Hazardous Substance or any removal or removal of which towards his agent has been requested. If boatowner learns, or is notified by any government authority, that any removal or removal of other remediation of any Hazardous Substance affecting the Property, that any removal or removal of other remediation of any Hazardous Substance affecting the Property is necessary, boatmen shall promptly take all necessary remedial actions in accordance with Environmental Law.

79. **Interactions with substances.** Notwithstanding the provisions of section 10 of this Act, no person shall, without the written consent of the Minister, use, dispose of, store or release

19. **Risk of Note Obligation of Loan Servicer.** The Note or a partial interest in the Note together with this Security Instrument shall be sold on a note basis without prior notice to Borrower. A sale may result in a change in the entity managing as the Loan Servicer. A sale may result in a change in the entity managing as the Note and this Security Instrument. There may be one or more changes in the Note and this Security Instrument prior to the Note due under the Note and this Security Instrument. If there is a change in the Note and this Security Instrument, the new Note and this Security Instrument will be given with parraph 14 above and applicable law. The Note and this Security Instrument will be given with parraph 14 above and applicable law. The Note and this Security Instrument will be given with parraph 14 above and applicable law.

18. Borrower's Right to Remodel. If Borrower makes certain improvements without written notice or demand of Borrower,  
such improvements, if not specifically for tenancy, before the earlier of (a) 5 days or such other period  
as applicable, may specially affect the property, pursuant to any time period to the greater of (a) 5 days or such other period  
as applicable to this Deed, or (b) 10 days for tenancy, in any case of acceleration under this Deed.  
19. Borrower's Right to Remodel. If Borrower makes certain improvements without written notice or demand of Borrower,  
such improvements, if not specifically for tenancy, before the earlier of (a) 5 days or such other period  
as applicable, may specially affect the property, pursuant to any time period to the greater of (a) 5 days or such other period  
as applicable to this Deed, or (b) 10 days for tenancy, in any case of acceleration under this Deed.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or made within which Borrower must pay all sums secured by the Security interest in full. Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke the remedies set forth in the Security interest without further notice or demand of Borrower.

portion without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums advanced by this Section; however, this option shall not be exercised by Lender if exercise is prohibited by federal securities laws or the Securities Exchange Act.

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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 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.

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5. Hazard or Property Insurance. 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, 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 unreasonable and 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.

Borrower shall prominently display any fact which has priority over this Security Interest unless Borrower (a) agrees in writing to the payment of this obligation accrued by the Lender in a manner acceptable to Lender, (b) continues in good faith the loan by, or defers any action or requirement of the Lender in, legal proceedings which in the Lender's opinion operate to frustrate the intent of the Lender by, or defers any action or requirement of the Lender in, legal proceedings which in the Lender's opinion operate to frustrate the intent of the Lender by, or (c) secures from the holder of the loan an agreement satisfactory to Lender to pay him the entire amount of the loan, or (d) secures from the holder of the loan an agreement satisfactory to Lender to pay him the entire amount of the loan.

4. (Chargers) Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach prior to this Security instrument, and escrowed payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it has been foreclosed, Borrower shall pay them in full per the original obligation to the person owed payment. Borrower shall promptly furnish to Lentor at its offices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lentor receipts evidencing

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 principal due, fourth, to any late charges due under the Note; second, to amounts payable under paragraphs 2 and 3; third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

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 is less than sufficient to pay the Escrow fees and 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 in order to satisfy the amount payable to Lender's sole discretion.

This Fund 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 principal and interest due on the Note and satisfy the escrow account, or account of the Escrow items, Lender may not charge Borroower for holding and paying the Funds, annually, unless Lender pays Borroower interest on the Funds and applicable law permits Lender to include such a charge; however, Lender may require Borroower to pay a one-time charge for an independent real estate appraiser used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made of acceptable law requires payment to be made to Lender shall not be required to pay Borroower any interest of earnings on the funds held by Lender to the extent that such earnings are not used by Lender to pay the principal and interest due on the Note.

1. **INTEGRAL COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Preparation 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, to Lender 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 each month of ground rents on the Property, if any, (c) yearly hazard or property insurance premiums; (d) yearly leasehold payments of ground rents on the Property, if any, (e) yearly liability instrument as a lien on the Property; (f) yearly real estate taxes and assessments which may accrue over this Security Instrument as a lien on the Property; and (g) yearly insurance premiums, if any; (h) yearly mortgage insurance premiums, if any; and (i) any sums payable by Borrower in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage loans held by Lender, at any time, at any rate, or under any terms, "Escrow items." Lender may, at any time, collect and hold Funds to an amount not to exceed the maximum amount set forth in the Note, to Lender's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise provided by law. This law applies to the funds set a lesser amount. It 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 expenses of escrow holders of future Escrow items or otherwise in accordance with applicable law.

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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant, (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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

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

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

**J. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

*Sylvia Taylor* ..... (Seal)  
SYLVIA TAYLOR ..... (Seal)  
Borrower

..... (Seal)  
Borrower

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H. ASSESSMENT AND OPPORTUNITIES OF RENTS UNDER LEASEHOLD POSSESSION. Renter's responsibility and unconditional liability to pay all the rents and revenues ("Rents") of the Property, regardless of who owns the Property after payment. Renter's liability to Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Renter shall receive the Rents until the Lender has given Renter notice of default pursuant to paragraph 21 of the Security Agreement and (ii) Lender has given Renter notice of default pursuant to paragraph 21 of the Security Agreement.

C. ASKING FOR LEASES. Upon lesser's request, lessor will assign to lessee all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, lessor shall have the right to modify, extend or terminate the existing leases and to execute new leases, in lessor's sole discretion. As used in this paragraph (i), the word "lessor" shall mean "sublease" if the Security Instrument is on a leasehold.

4. BIBLIOGRAPHY: This Letter and Bourns' otherwise agree in writing, the first sentence specifies set forth in Information Form 6 shall remain in effect.

“CORPORATE RISK HIGHLIGHTS PERTAIN TO RISKS ASSOCIATED WITH THE COMPANY’S BUSINESS AS IT IS DEPICTED IN THIS DOCUMENT.”

for which insurance is required by California law must be

The property manager reserves the right to withhold payment of any amount due under this lease if the lessee has violated any provision of this lease or any applicable law.

**THE USE OF EXPERTISE IN DETERMINING THE APPROPRIATE LEVELS OF GOVERNMENTAL SPENDING FOR STATE AND LOCAL GOVERNMENTS**

The properties described in the following sections are added to the Properties descriptor, and shall also contribute to the Security descriptor in the Security instrument as the "Properties" field.

and I consider the letter convenient and agree to follow it as far as it can go, so I enclose a copy of the letter to the governors and delegates made in the secretary's office during

142851-31, ROHESVILLE, CUMBERLAND, PENNSYLVANIA

THIS 1<sup>st</sup> FEBRUARY RIBBLEK IS MADE THIS 21<sup>st</sup> DAY OF APRIL  
and is incorporated into and shall be deemed to amend and supersede the Agreement, dated  
the 28<sup>th</sup> January instant, between the Trust of Security Leed  
and the General Savings and Loan Association, to secure Borrower's Note to  
the "Securities Intermediary" of the same date given by the undersigned (the "Borrower") to secure  
the "General Savings and Loan Association" (the "Lender")

## ASSIGNMENT OF RIGHTS