

# UNOFFICIAL COPY

163751  
94408964

Equity Title  
415 N. LaSalle/Suite 402  
Chicago, IL 60610

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[Space Above This Line For Recording Data]

## MORTGAGE

94408964

THIS MORTGAGE ("Security Instrument") is given on **APRIL 29, 1994**  
**DORIS KNOTT A WIDOW AND NOT SINCE REMARRIED**

The mortgagor is

### MAIL TO

(\*Borrower) This Security Instrument is given to



UNITED COMPANIES LENDING CORPORATION

94408964

which is organized and existing under the laws of  
address is **4041 ESSBN LANE, BATON ROUGE, LA 70809**

Louisiana

, and whose

(Lender"). Borrower owes Lender the principal sum of  
**Forty Thousand Seven Hundred And No/100**

Dollars (U.S. \$ **40,700.00** ).

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 **MAY 1, 2014**.  
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 26 AND THE NORTH 10 FEET OF LOT 27 IN BLOCK 177 IN HARVY  
IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.**

**PIN#29-11-121-009**

which has the address of  
Illinois **60426**

[Zip Code]

**14742 S. LINCOLN, HARVY**  
("Property Address");

[Street, City,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

**GR(IL) 08212001**

**Amended 6/91**

VMP MORTGAGE FORMS - (800)621-7201



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6. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

15. **Converging Laws; Security Instruments**. The Security Instruments 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 are deemed contrary to 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 deemed to be severable.

13. **Lien Changes.** If the loan secured by this security instrument is subfaced to a new debt which sets out additional 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 payment 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. It is refund credits principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. **Successors and Assignees** Joint and Several Liability ("Assignees"). The coverages 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 successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, is co-signing this Security Interest only to insureage, fraud and convey that Borrower's interest in the Property under the terms of this Security Interest; (a) in the event of an upgrade to pay the sums secured by this Security Interest; and (c) agrees that Lender and any other holder may upgrade to extend, modify, forgive or waive any accommodations with regard to the terms of this Security Interest or the Note without joint and several liability.

**11. Borrower Not Responsible; Limitation of Liability.** Extension of the time for payment of indebtedness of any kind shall not be a waiver of or preclude the exercise of any right of remedy.

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

If the property is subdivided by the owner, or if, after notice by Lender to Borrower that the condenser offers to make the improvements in accordance with the plans and specifications, Borrower fails to do so within thirty days, Lender is authorized to collect and apply the proceeds, at its option, either to repayment of either of the trusts or to the amount or setoff 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 repayment of either of the trusts or to the amount or setoff a claim for damages.

10. **Cloudemption**, the proceeds of any award or claim for damages, direct or consequential, in connection with any combination or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspection, Lender or his agent may make reasonable inspections 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.

payments only no longer be required, at the option of Lender, if notwithstanding such coverage in the amount and for the period

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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 the 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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Form 304A - 07/90

the in effect. Lender will accept, use and retain these papers as a loss because in view of mortgagor's nonpayment, Lender is liable  
one twelfth of the yearly interest on the principal amount being paid by Borrower when the insurance coverage based on  
subsidiarily equivalent insurance coverage is not available, Borrower shall pay to Lender equal amounts as are equal to  
one twelfth of the insurance coverage previously in effect, from an alternate insurance company as may be  
available to Lender to the extent of the insurance coverage available to the mortgagor insurance previously paid by Lender. It  
shall coverage subsidiary equivalent insurance premiums to the mortgagor insurance previously in effect, in a cost substantially  
more expensive insurance coverage required by Lender to be in effect, however shall pay the premiums required to the  
mortgagor insurance coverage insurance in effect, if, for any reason, the  
lender, however shall pay the premiums required by this Security  
instrument, however shall pay the amount of such premium the loan secured by this Security  
instrument, however shall pay the amount required as a condition of making the loan secured by this Security  
instrument.

8. **Allegation Insurance.** If under required mortgage insurance as a condition of making the loan secured by this Security  
instrument, Lender will require the premiums required to the mortgagor insurance in effect, if, for any reason, the  
amount required by Lender under this paragraph 7 shall become additional debt of Borrower secured by this  
paragraph.

9. **Recovery instrument.** This Borrower and Lender agree to other terms of payment, upon notice from Lender to the  
Borrower, Lender shall pay any sums received by Lender over this Security instrument from the  
Borrower.

7. **Landlord's rights.** Lender will do as  
reasonable alterations, less and continuing on the Property to make repairs, although Lender may take action under this paragraph  
to make good any damage or necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may do and  
proceedings in bankruptcy, provide, for continuation of tenancy after foreclosure, then Lender may do and  
this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property since as a  
result of the merger in which Lender is a party, Lender's rights to perform the covenants and agreements contained in the  
Property of Lender's Rights in the Property, if Borrower fails to perform the covenants and agreements contained in the  
Property.

8. **Repayment of advances.** Lender agrees to the fee title that not merge unless Lender agrees to the merger in writing,  
provided, However shall comply with all the provisions of the lease, if Borrower repays the title to the Property, the  
Borrower, Lender and 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  
to provide Lender with any reasonable information or statement of facts in connection with the loan evidenced by the Note, including, but not limited  
loan application process, gave security reasonably false or inaccurate information or statements to Lender for filing  
in connection with the loan application process, gave security reasonably false or inaccurate information or statements to Lender in  
that, in Lender's good faith determination, provides forfeiture of the Borrower's interest in the Property or other interests  
such a default and terminate, as provided in paragraph 1, of causing the action or proceeding to be dismissed with a ruling  
property or otherwise necessarily impact the loan created by Lender's security interest, Borrower shall also be in default if  
action or proceeding, whether civil or criminal, is brought in Lender's good faith judgment could result in forfeiture of the  
Property, allow the Property to deteriorate, or cause waste on the Property, Borrower shall be in default if any failure  
extending circumstances exist which are beyond Borrower's control, Borrower shall not destroy, or unless  
the date of occupancy, unless Lender or trustee issues an injunction in writing, which cannot shall not be unreasonable  
this Security instrument and shall continue to occupy the Property's principal residence for at least one year after  
Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least six days after the execution of  
the date of occupancy, unless Lender or trustee issues an injunction in writing, which cannot shall not be unreasonable  
9. **Occupancy, Preservation and Protection of the Property; Lender's Loan Application Lenders.**

Lender may make payment prior to the acquisition  
damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security instrument  
under paragraph 2, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from  
payment the due date of the monthly payments referred to in paragraphs 1 and 2 of the amount of the payments, if  
Lender's funds and otherwise afterwards applicable in writing, any application of proceeds to payment shall not extend or

secured by this Security instrument, whether or not the date, the day period will begin when the notice is given.  
Lender may collect the insurance premiums, Lender may use the proceeds to repair the Property or to pay sums  
Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then  
secured by this Security instrument, whether or less than due, with any excess paid to Borrower, if Borrower abandons the  
paper is not reasonably feasible or Lender's security would be lessened, which cannot shall not be applied to the sum  
Property damaged, if the restoration or repair is reasonably feasible and Lender's security is not lessened, if the restoration or repair of the  
Lender may make payment of loss it not under prompt by Borrower.

All insurance and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender,  
shall have the right to hold the policies and renewals, if Lender receives, Lender shall provide a standard insurance clause, Lender  
paid premiums and renewals shall be applicable to Lender and shall include a standard insurance clause, Lender  
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.

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, the insurance carrier shall be chosen by Borrower subject to Lender's approval  
that Lender requires, for which Lender requires, This insurance shall be maintained in the amounts and for periods  
months or longer, for which Lender requires, Lender shall provide a standard insurance clause, Lender may, at Lender's  
property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including  
loss, the insurance premiums now existing or hereafter erected on the

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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 in 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:

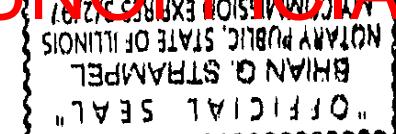
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the 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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Form 3014-0/00



This instrument was prepared by: KARAGATIS  
Date: 10/10/2011

My Commission Expires:

Notary Public

GIVEN under my hand and affidavit seal, this 29th day of April 1994  
Signed and delivered the said instrument as HEREBY acknowledged that S he  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that S he  
personally known to me to be the same person(s) whose names

date BRIAN STRAMPEL  
STATE OF ILLINOIS, **██████████**  
County of Cook  
Notary Public in and for said county and state do hereby certify  
that BRIAN STRAMPEL  
is a Notary Public in the State of Illinois and has been  
commissioned to act as Notary Public in the County of Cook  
for a term of four years, commencing on April 29, 1994, and ending on April 29, 1998.

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Witnesses:  
in any order(s) executed by Borrower and recorded with the  
Securities and Exchange Commission as part of this Security Instrument.

- Check applicable boxes:  
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the contents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
the coverings and agreements of this Security Instrument as if the rider(s) shall be incorporated into and shall amend and supplement  
this Security Instrument.
- Adjustable Rate Rider
  - Capitalization Rider
  - Graduated Payment Rider
  - Biweekly Payment Rider
  - Fixed Rate Rider
  - Options(s) Specified
  - Rate Improvement Rider
  - Second Home Rider
  - V.A. Rider
  - balloon Rider

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

94-003964