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DEPT-01 RECORDING 927.50  
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COOK COUNTY RECORDER

94540811

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MORTGAGE

33009273.2

THIS MORTGAGE ("Security Instrument") is given on APRIL 27TH 1994. The mortgagor is ROGER A. MINNIS AND DIANE WRIGHT MINNIS, HIS WIFE JOINT TENANTS.

This Security Instrument is given to SOURCE ONE MORTGAGE SERVICES CORPORATION ("Borrower"), which is organized and existing under the laws of DELAWARE and whose address is 27566 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3257 ("Lender").

Borrower owes Lender the principal sum of Eighty Seven Thousand Three Hundred Fifty Dollars and no/100 Dollars (U.S. \$ 87,350.00).

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 15, 2000.

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:

ALL THAT CERTAIN PROPERTY SITUATED IN OAK LAWN IN THE COUNTY OF COOK, AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 7/26/86, AND RECORDED 8/07/86, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS: 86339820, BEING MORE FULLY DESCRIBED AS FOLLOWS LOT 29 AND THE SOUTH 20 FEET OF LOT 30 IN BLOCK 11 IN DEARBORN HEIGHTS, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

84-07-209-064

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which has the address of 9763 SOUTH RUTHERFORD, OAK LAWN, Illinois 60453 ("Property Address"); (Zip Cook)

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

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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...

NON-JUDICIAL COVENANTS

As used in this paragraph 20, "Hazardous Substances" are those substances defined as such or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile organic compounds, asbestos, asbestos abatement or removal, and radon. As used in this paragraph 20, "Environmental Law" means federal, state, and local laws and regulations that relate to health, safety or environmental protection.

20. Hazardous Substances. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law, and shall promptly take all necessary remedial actions in accordance with Environmental Law, and shall promptly take all necessary remedial actions in accordance with Environmental Law.

19. Change of Name. Borrower shall promptly give Lender notice of any change in the name of the Borrower, and shall promptly give Lender notice of any change in the name of the Borrower, and shall promptly give Lender notice of any change in the name of the Borrower.

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the date of the maturity of the loan, and shall promptly give Lender notice of any such intention to have enforcement discontinued.

17. Acceleration. If Borrower fails to pay the amount due on the loan when it becomes due, or if Borrower fails to pay the amount due on the loan when it becomes due, or if Borrower fails to pay the amount due on the loan when it becomes due, Lender may accelerate the loan.

16. Borrower's Copy. Borrower shall be given one confirmed copy of this Security Instrument, and shall promptly give Lender notice of any change in the name of the Borrower, and shall promptly give Lender notice of any change in the name of the Borrower.

15. 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 the property is sold or transferred, Borrower shall promptly give Lender notice of any such transfer.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the Borrower at the address designated by notice to Lender, or by first class mail unless applicable law requires use of another method. The notice shall be given by delivering it to the Borrower at the address designated by notice to Lender.

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 maximum, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any amount already collected from Borrower which exceeds the permitted limit will be refunded to Borrower.

12. Successors and Assigns. Borrower shall be bound by the terms of this Security Instrument, and shall be bound by the terms of this Security Instrument, and shall be bound by the terms of this Security Instrument, and shall be bound by the terms of this Security Instrument.

11. Borrower Not Released. Borrower shall be bound by the terms of this Security Instrument, and shall be bound by the terms of this Security Instrument, and shall be bound by the terms of this Security Instrument, and shall be bound by the terms of this Security Instrument.

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.

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.

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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 to Borrower. Borrower shall pay any recordation costs.

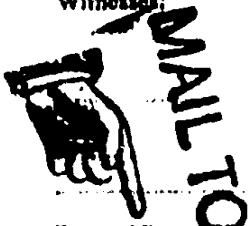
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 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:



*Roger A Minnis* (Seal)  
ROGER A MINNIS  
Borrower

*Diane Wright Minnis* (Seal)  
DIANE WRIGHT MINNIS  
Borrower

Prepared By and When Recorded, Return To:  
NEG PINKERTON  
SOURCE ONE MORTGAGE SERVICES CORPORATION  
27555 FARMINGTON ROAD  
FARMINGTON HILLS, MI 48334-3357

..... (Seal)  
..... Borrower

..... (Seal)  
..... Borrower

\_\_\_\_\_  
(Space Below This Line For Acknowledgement)

STATE OF ILLINOIS, COOK

County ss:

The foregoing instrument was acknowledged before me this 27TH DAY OF APRIL, 1994  
by ROGER A. MINNIS AND DIANE WRIGHT MINNIS HIS WIFE (date)  
JOINT TENANTS

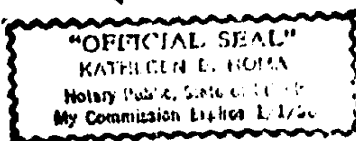
(person acknowledging)

My Commission expires: 1/96

Notary Public,

County, Illinois.

*Kathleen E. Roma*



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