

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

LaSalle Talman Home Mortgage Corporation
5501 S. Kedzie
Chicago, IL 60629

945461-17

94546147

LOAN NO. 3295443

[Space Above This Line For Recording Data]

DEPT-01 RECORDING \$31.50
T#1111 TRAN 5764 06/22/94 11:03:00
\$0633 + CG #--94-546147
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 14, 1994
SHIRLEY I. POWELL, Divorced not Remarried

. The mortgagor is

This Security Instrument is given to LaSalle Talman Bank, FSB,
A Corp. of the United States of America, which is organized and existing under the laws of United States of America, and whose address is
4242 N. Harlem Avenue, Norridge, IL 60634 ("Lender").
Borrower owes Lender the principal sum of "Forty eight thousand Dollars" and no/100

Dollars (U.S. \$ 48,000.00). 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 July 1, 2009. 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 the COOK County, Illinois, being the property described in the Deed of Trust, recorded in the Deed Book 100, page 100, in the Office of the Clerk of Cook County, Illinois:

LOT 41 (EXCEPT THE SOUTH 13 FEET THEREOF) AND LOT 42 (EXCEPT THE NORTH 8 FEET
THEREOF) IN BLOCK 9 IN NEW ROSELAND, BEING A SUBDIVISION OF PART OF
FRACTIONAL SECTION 33 NORTH OF THE INDIAN BOUNDARY LINE, AND PART OF
FRACTIONAL SECTION 28 AND SECTION 32 SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN
TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

94546

which has the address of **12851 S. Normal**, **Chicago**, **[Street]**, **[City]**
Illinois **60628** ("Property Address");

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.

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After the first few days of the experiment, the subjects were asked to keep a diary of their eating habits. This was done to ensure that the subjects were not overeating or under-eating during the experiment. The subjects were also asked to record any changes in their weight, mood, and energy levels.

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Lender receives any payment made by the Lien holder of the payment of the Lien, or deferrals against or remittance of the Lien, legal proceedings, which in the Lender's opinion operate to prevent the enforcement of the Lien, or (c) security from the Lien holder of the Lien in an amount not less than the amount of the Lender's claim in respect of the Lien, if the Lien may affect the security instrument, if Lender may give Borrower a notice identifying the Lien which may affect the security instrument, Lender may give Borrower a notice identifying the Lien, and if Lender is not in agreement with the Lien, Lender may take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvedments now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and all other hazards.

Including floods or flooding, for which Lender requires insurance. This insurance shall be maintained and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Lender, who shall not be unreasonably withheld. If Borrower fails to maintain coverage described to Lender at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

Funds held by Lender. If, under Paragraph 21, Lender shall fail to 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 sum secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 2 and 21 shall be applied, first, to any prepayment of amounts payable 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 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 in the direction to the person owed payment. Borrower shall promptly furnish to Lender all notices of payment received under this Paragraph.

Lender receives evidence of the payments.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess held by Lender 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 to Lender the amount necessary to make up the deficiency, Lender may notify Borrower in writing, upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower a sum equal to the deficiency in no more than twelve months, at Lender's sole discretion.

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 pay the Escrow Agent, if Lender may not charge Escrow Agent the Escrow Agent for holding and applying the escrow account, unless Lender pays Borrower interest on the Funds and usually authorizing the Borrows to pay to Lender in escrow such a charge. However, Lender may require Borrower to pay an out-of-time charge for an independent real estate reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Under an agreement made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower an interest or premium on amounts received by Lender for the Funds that interest shall be paid to the Funds and debited to the Funds as of the date of the payment. The Funds are pledged as additional security for all sums accrued by this Security Instrument.

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.

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

THIS SECURITY INSTRUMENT sets out certain covenants for national use and non-uniform covenants which limited variations by itself constitute a uniform security instrument covering real property.

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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 confirmation 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 attorney 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 periods that Lender requires) is 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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17. In consideration of the transfer of a beneficial interest in Borrower, it is agreed that if at any time or for any reason or for any other reason, Borrower fails to pay all sums due and payable by Borrower to Lender under this Note, Lender may, at its option, require immediate payment in full of all amounts then due and payable by Borrower to Lender under this Note.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument conflicts with applicable law, such provision shall not affect other provisions of this Security Instrument or the Note and the Note will be given effect without the conflict provision.

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

14. Notices. Any notice to Borrower provided for in this Security Agreement shall be given by delivery in writing or by mailing it by first class mail unless a 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 paragraph shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Loan Charges.** If the loan secured by this Schedule, instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loans charged 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 limits, then; (b) any such loan charge shall be reduced by the amount exceeded permitted limits will be prorated to Borrower. (c) and if it is chosen to make this refund by reducing 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.

12. **Buccal** and **Assigus** **Br.** and **Joint** and **Severe** **Lipidinity** **Co-signers**. The **covenants** and **agreements** of this **Security** **Instruments** shall bind and **assigus** of **Lender** and **Borrower**, **subseceil** to the **previsions** of **paragraph** 17. **Borrower**'s **s. co-owners** and **assigus** shall **joint** and **several**. Any **Borrower** who **co-signas** this **Security** **Instruments** but does not **execute** the **Note**, is **co-signing** this **Security** **Instruments** **only** to **moraleage**, **plant** and **convrey** **Borrower**'s **property** **under** the **terms** of **this** **Security** **Instruments**; (b) is **not** **personally** **obligable** to **pay** the **sums** **accured** by **this** **Security** **Instruments**; and (c) **agrees** that **Lender** and **any other** **Borrower** may **agree** to **extend**, **modifly**, **forbear** or **make** **any** **accommodations** **with** **regard** to the **terms** of **this** **Security** **Instruments** **without** **that** **Borrower**'s **consent**.

11. Borrower will Reimburse Korbower's合理的 Expenses by Lender Not later than November 1st of the same year as the original Note or at any time prior to the final payment of the Note if the Note is paid off earlier. The amount of Korbower's合理的 Expenses will be determined by Lender to any time for payment of the Note. The extension of the Note will be determined by Lender to any time for payment of the Note. The amount of Korbower's合理的 Expenses will be determined by Lender to any time for payment of the Note. The extension of the Note will be determined by Lender to any time for payment of the Note.

postpones the due date of the monthly payments referred to in paragraphs 1 and 2 or changes the amount of such payments.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the property or to the Secured Indebt, whether or not then due.

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 the amount 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 Property in which the fair market value of the Property immediately before the taking is less than the amount of the Property in which the fair market value of the Property immediately before the taking is less than due, unless Borrower and Lender otherwise agree in writing or unless Security instrument provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

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.

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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 of 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 re-state 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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Lauren Geron

This instrument was prepared by:

• OFFICIAL USE ONLY
• Cynthia R. Whitehill
• Library Public, State of Illinois
• Commission Expires 7/23/04

Given under my hand and official seal, this 4th day of April 1994

I, the undersigned, a Notary Public in and for said County and State do hereby certify that
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 SHE signed and delivered the said instrument as free and voluntary act, for the use and purposes therein set forth.

County ass:

Space Below This Line for Acknowledgments

STATE OF ILLINOIS.

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•הנְּצָרָה
סֵן (Sen)

ପ୍ରକାଶମାଲା -
(୧୯୬୫) —

BY SIGNING HERELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- 1-4 Family Rider
 Condominium Rider
 Adjustable Rate Rider
 GMG Underwriting Rider
 Balloon Rider
 Other(s) [Specify]

24. Runters to this Security Instrument, in or more numbers are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of each such lender shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the lender(s) were a party to this Security Instrument. [Check applicable box(es)]

LOAN NO. 3995143