

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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(Space Above This Line For Recording Data)

LOAN NUMBER 0000943787

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 23RD 1994. The mortgagee is ANTHONY J. LOVE, 110112, man, never married.

CONTINMBRYGAGE CORPORATION, which is organized and existing under the laws of THE STATE OF DELAWARE and whose address is 149 WITMER ROAD, CEDAR CREEK CORPORATE CENTER, HORSHAM, PA 19044 ("Lender"). Borrower owes Lender the principal sum of NINETEEN THOUSAND FIVE HUNDRED & 00/100 Dollars (U.S. \$ 19,500.00). 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 JUNE 28TH, 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 COOK, Illinois:

SEE EXHIBIT A ATTACHED

which has the address of 16641 S. OXFORD, MARKHAM, IL, which is in the county of DuPage, State of Illinois 60426, ("Property Address");

(Street)

(City)

(Zip Code)

94583408

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  
804-IL-09/01/92

Form 3014 8/90 (page 1 of 6 pages)  
GMC 804-C 9/92 000

BOX 333-CTI

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(roll out for 2-3 inches) **DOUGH** **ROLL OUT**

205·11·09/92

Borrower shall promptly disclose any loan which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the loan in a manner acceptable to Lender; (b) contributes in good faith to the loan by, or delivers a general assignment of the loan to, legal proceedings which it has started; (c) opinion operate to prevail the endorsee of the loan; or (c) acquires from the holder of the loan an agreement satisfactory to Lender to discharge the loan prior to the maturity date of this instrument.

4. **(Signature):** I declare, I have read the above affidavit and understand its importations and implications attributable to the property which may appear in this Schedule I hereto, and I accept it as true.

**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 paragraphs 2, third, to interest due, fourth, to principal due and last, to any late charges due under the Note.

1. Payment of Premium and Interest Premium and late charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any preparation 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 due date monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for taxes and assessments with respect to the security instrument as a lien on the Property; (b) yearly leasehold payments of \$2000 and taxes on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; and (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower under its agreement with the providers of property insurance premiums. These items are called "Taxes". Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount set forth in Section 17 of the Securities Act of 1933, as amended from time to time, 12 U.S.C. § 2601 et seq. ("Reg. D"). Under Rule 144 under the Securities Act of 1933, as amended, Lender may distribute the amount of funds due on the basis of current dividends and interest rates plus the lesser amount. Lender may estimate the amount of funds due on the basis of current dividends and interest rates plus the lesser amount. It is so, Lender may, at any time, collect and hold funds in an amount not to exceed the maximum not to exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current dividends and interest rates plus the lesser amount. It is so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount to the lesser amount. Lender may estimate the amount of funds due on the basis of current dividends and interest rates plus the lesser amount. It is so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount to the lesser amount to the lesser amount.

**ANSWER TO QUESTIONS** **Borrower and Lender agreement and agree as follows:**

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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, 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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16. Borrower's Copy. Borrower shall be given one countermarked copy of this Note and of this Security Instrument.  
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 no longer

15. **Securing the Law: Separability.** This Security instrument shall be governed by federal law and the law of the

14. **Notices.** Any notice to be given under or in connection with this Agreement may be given by delivery or

(2). Successors and Assignors Bound; Joint and Several Liability ("Or-Anders"). The co-venturers and agreeesments of this Securities instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Securities instrument.

If the lessor of the date of the maturity of the underlying pay-through or otherwise agree to the date of the maturity of such payments, or if otherwise agreed by the parties, the lessor shall not extend the term of the lease beyond the date of the maturity of the underlying pay-through or other otherwise agree to the date of the maturity of such payments, and 2 or change the amount of such payments.

10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with my condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned

9. **Limpetion.** Lender or his agent may make reasonable entries upon and inspections of the Property, under shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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9-1-93-13-13

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 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 (excluding 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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CMC 800-C-0/88/0000

809.11.09/01/92

Form 3014 - 6000 (Page 4 of 6 pages)

MARY KAY ROULCE  
THIS INSTRUMENT WAS PREPARED BY

(215) 938-0710

EDWARD LEEFER CORPORATE SERVICES  
149 NIMIS RUE, HORNADY, PA 19044  
GSA/IMPROVABLE CORPORATION

UPON SIGNING, PLEASE RETURN TO [Please do not sign this line for acknowledgement]

Social Security Number.....

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

Social Security Number.....  
15852759

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

ANTHONY J. TAYLOR  
147thour 7, 1994  
Witnesses  
and in my presence, executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument.

[ ] Other(s) (specify)

balloon Rider       Rate Improvement Rider       Second Home Rider

graduated Payment Rider       planned Out Development Rider       biweekly Payment Rider

adjustable Rate Rider       condominium Rider       1-4 Family Rider

[check applicable box(es)]

and upon execution the contents and agreements of this Security Instrument as it (the rider(s)) were a part of this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

LOAN NUMBER 0000941787

0000941787

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STATE OF ILLINOIS,

Book COUNTY ~~SS~~

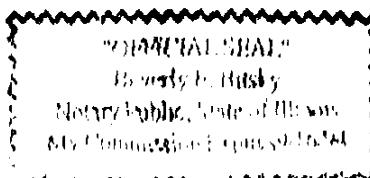
I, THE UNDERSIGNED a Notary public in and for  
said county and state, do hereby certify that \_\_\_\_\_

ANTHONY J. LOVE, SINGLE MAN, NEVER MARRIED  
personally known to me be the same person(s) whose name(s) is/are  
subscribed to the foregoing instrument, appeared before me this day  
in person, and acknowledged that he/she/they signed and delivered  
the said instrument as his/her/their free and voluntary act, for the  
uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of  
JUNE, 1996.

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Beverly E. Bushy  
Notary Public



94583408

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LOT #6 IN BLOCK 1 IN CANTREBURY GARDENS UNIT 1, A SUBDIVISION OF PART OF THE CANTREBURY GARDEN UNIT 2, A SUBDIVISION OF THE WEST 1/3 OF THE EAST 1/2 AND PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 9, 1957 AS DOCUMENT 1747157 IN COOK COUNTY, ILLINOIS.

28-24-422-050

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