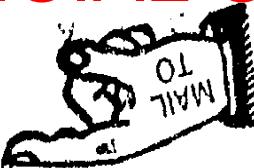


UNOFFICIAL COPY

94-509

RECORD AND RETURN TO:
COLONIAL NATIONAL BANK, USA
16875 WEST BERNARDO DRIVE, SUITE 100
SAN DIEGO, CALIFORNIA 92127



94651659

DEFT-01 RECORDING \$31.50
T49999 TRAH 4734 07/26/94 11:03:00
\$2806 4 DW *-94-651659
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

94651659

THIS MORTGAGE ("Security Instrument") is given on **July 18, 1994**. The mortgagor is

~~RAYE PAYNE and CAROLYN PAYNE, HUSBAND AND WIFE AS JOINT TENANTS~~

C.P

A widow C.P

("Borrower"). This Security Instrument is given to **COLONIAL NATIONAL BANK, USA**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **16875 WEST BERNARDO DRIVE, SUITE 100, SAN DIEGO, CALIFORNIA 92127**

("Lender"). Borrower owes Lender the principal sum of **Thirty-nine thousand nine hundred forty-nine and NO/100 Dollars (U.S. \$ 39,949.00)**.

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 **AUGUST 1, 2024**.

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 31 IN BLOCK 1 IN WEATHERBEE AND GREGORY'S SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE EAST 100 FEET THEREOF) OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-01-401-032

31.50

which has the address of

Illinois 60617

[Zip Code]

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMP-6R(IL) 0212

Form 3014 9/90

Amended 5/91

VMP MORTGAGE FORMS 10130293-B100 (800)521-7293

2636 WEST HADDON AVENUE, CHICAGO

("Property Address");

[Street, City];



UNOFFICIAL COPY

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

U.S. Covering Law; Security Interest; Law of the State in which the Property is located. In the event that any provision of this Security Interest is held invalid or unenforceable under the laws of any jurisdiction in which the Property is located, such provision shall be governed by federal law and the law of the state in which the Property is located, to the extent that such state law does not conflict with the conflicting provision. To this end the provisions of this Security Interest and the Note are declared given effect without the conflicting provision.

13. Notes. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address of 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Preparation charge under the Note.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a tax 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 limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded the permitted limit will be refunded to him. In addition, if the principal or interest of the loan is reduced by reason of a reduction in the maximum loan charge, the amount of any unpaid interest or principal will be recalculated on the basis of the new maximum loan charge.

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, and any provision of this Security Instrument shall be joint and several. Any Borrower, subject to the provisions of paragraph 17, Borrower's successors and assigns shall be liable to Lender and Borrower, subject to the provisions of paragraph 17, Borrower's co-signers and agreeements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to protect his/her property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

Secured by this security instrument - member or not then add:

If the property is damaged by riot or civil disorder, or if, after notice by Landlord to Repairman or to the condominium owners to make the award or settle a claim for damages, Repairman fails to respond to Landlord within 30 days after the date the notice is given, Landlord is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the sum

be applied to the same command by this security measure or for the same measure.

whether or not there is any excess paid to Borrower, in the event of a partial taking 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 sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

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

9. Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
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 specific cause for the inspection.

Payments may no longer be required, at the option of Lemder, if mortgagor's insurance coverage (in the amount and for the period

UNOFFICIAL COPY

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 household 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 household 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.

6596
GSC
m
n

UNOFFICIAL COPY

8. Alternative Insurance: If Lender receives payment from insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgagor insurance in effect. If, for any reason, the mortgagor insurance coverage ceases to be in effect, Borrower shall pay the premiums required to maintain coverage taken by Lender in place of ceases or ceases to be in effect. Borrower shall pay to Lender any premium paid by Lender to obtain coverage previously established to the mortgagor insurance company to the extent of the amount paid by Lender.

Any actions 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

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 proceed in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, when Lender may do and proceed in any such manner as Lender deems necessary to protect the value of the Property.

seconded by this Society my instrument, whether or not then due; the 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard mortgage clause. Leander shall have the right to hold the policies and renewals. If Leander rejects, Borrower shall promptly give to Leander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leander.

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 that load or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods of time required by the lender's requirements. The insurance company shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable 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.

UNOFFICIAL COPY

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following any breach of any covenant or agreement in this Security Instrument that will likely result in a loss of less than \$17 unless applicable law provides otherwise. The notice shall specify: (a) the date the default occurred; (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 the automatic termination of this Security Instrument, foreclosing by judicial proceeding and sale of the property. The notice shall further specify that if the default continues beyond the date specified in the notice, Lender may accelerate the debt and foreclose on the property at any other date after acceleration and the right to assert in the foreclosure proceeding the full power of the right to repossess after acceleration and the right to sell the property to pay off the debt.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without further notice or demand.

NON-UNIFORM GOVERNANTS. BORTOWER AND LEADER further condemn and agreee as follows.

of necessary remedial actions in accordance with environmental law.

Notwithstanding the above, I will provide you with written notice of any termination, claim, demand, lawsuit or other action by any government agency or private party investigating the property and any liens or claims against the property prior to the removal of which I have received knowledge of any liens or claims against the property.

20. Hazardous Substances, hotovware shall, as cause or permit the presence, use, disposed, storage, or release of any Hazardous Substances on or in the Property, however, shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances other than to remove them from the Property.

19. Sale of Note of 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 the Trustee. A sale may result in a change in the entity known as the "Loan Servicer"; this causes monthly payments due under the Note and this Security instrument, trustee also may be one of more changes of the Loan Servicer awarded to a bank of the Note. If there is a change of the Loan Servicer, however, will be given written notice of the change in accordance with paragraphs 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the addressee to which payments should be made. The notice will also contain any other information required by applicable law.

18. **Borrower's Right to Remisitance.** If Borrower meets certain conditions, Borrower shall have the right to have performance of this Security Instrument rescinded 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 instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays all sums whether then due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays any other amounts or expenses of attorney's fees; and (c) pays all expenses incurred in enforcing this Security Instrument; or (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 sum 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.

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 it is 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

UNOFFICIAL COPY

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 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"/> V.A. 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:

(Seal)

CLYDE PAYNE

Borrower

(Seal)

CAROLYN PAYNE

Borrower

(Seal)

-Borrower

(Seal)

Borrower

STATE OF ILLINOIS,

COOK

County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify
that CLYDE PAYNE and CAROLYN PAYNE, HUSBAND AND WIFE AS JOINT TENANTS A w Dow

, personally known to me to be the same persons whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that She He signed and delivered the said instrument as SHE/THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 18th

day of July 1994

My Commission Expires: ANTHONY J. LAPAGLIA

" OFFICIAL SEAL "
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/17/95

This Instrument was prepared by:

DOCU-TECH, INC.
1807 SOUTH WASHINGTON STREET
NAPERVILLE, ILLINOIS 60565