

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

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

( BOX 32 )

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NW

94685157

LOAN NO. 3995780

[Space Above This Line For Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 29, 1994. The mortgagor is SHARON L. WILLIAMS, A/K/A/VICKI/WV DIVORCED AND NOT SINCE REMARRIED, State

(\*Borrower").

This Security Instrument is given to LaSalle Feltman 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. Harbor Avenue, Northridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Fifty Five thousand Eight hundred Dollars and no/100 Dollars (U.S. \$ 55,800.00). 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 2 (EXCEPT THE NORTH 56 FEET THEREOF) AND LOT 3 (EXCEPT THE SOUTH 56 FEET THEREOF) IN BLOCK 2 IN CAPITAL HILL ADDITION TO CHICAGO HEIGHTS, BEING THE PAST 697.45 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE (NHD) PRINCIPAL MERIDIAN, (EXCEPT A STRIP 50 FEET IN WIDTH LYING 25 FEET ON EACH SIDE OF THE CENTER LINE OF 15TH STREET (AS PER PLAT RECORDED APRIL 15, 1911 AS DOCUMENT NUMBER 45637841) IN COOK COUNTY, ILLINOIS.

• DEPT-01 RECORDING \$31.00  
• T45555 TRAN 2812 08/03/94 11:59:00  
• 03458 E GV \*-94-685157  
• COOK COUNTY RECORDER

32-19-402-041

which has the address of

1434 S. SCOTT  
{Street}

CHICAGO HEIGHTS  
{City}

Illinois 60411 (\*Property Address\*)  
(Zip Code)

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 "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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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31/3/94

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**06/0 PUBLICATION**

for the periods that I ended up getting. The instrument centre providing the instrument that he chosen by the time he had his appointment will not be measureable until he has been appointed. If however fails to maintain coverage despite his new leader's option, obtain coverage to protect leader's rights in the property in accordance with

However, shall provide my wife her property over this security instrument unless otherwise (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contemplates in good faith the lien by, or defers payment instrument of the lien in, legal proceeding in which it the Lender's opinion operates to prevent the enforcement of the lien or (c) securer from the holder of the lien an agreement to Lender to accept the instrument of the Lender if Lender determines that it may part of the property is liable under this instrument, Lender may give notice terminating the debt in the lien. A lien which may attach over this Security Instrument, Lender may part of the property is liable to Lender who has taken all necessary instruments, Lender may give notice terminating the debt in the lien. However, shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

d. **Chargess; liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may claim priority over this Security instrument, and shall hold paymennts 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 all notices of underpayments and/or nonpayments of the same.

**3. Application of Bylaws.** Unless applicable law provides otherwise, all payments received by Landlord under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Rental Agreement, to amounts payable under paragraphs 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

I upon payment in full of all sums received by the Security Instrument, I under shall promptly refund to Borrower any funds held by Lender. If under Paragraph 21, Lender shall require or sell the Property, Lender, prior to the negotiation of sale of the Property, shall apply any funds held by Lender at the time of acquisition of sale in a credit against the sum received by this Security Instrument.

Therefore let the executive funds in each instance be required to pay the expenses of application law. If the amount of the funds held by Leander at any time in his office exceeds the requirements of applicable law, it shall make up the deficiency in no more than twelve months.

Funds are pledged as additional security for all sums required by this Security instrument.

considered appropriate to make an agreement to bind the parties to the application of standards of behaviour of the Fund. Borrower and Lender may agree in writing, however, to pay Borrower an amount equal to the sum of the principal and interest due on the debt plus interest accrued thereon as of the date of payment.

The funds shall be held in an institution whose depositary is a federal agency, intermediately, or entity which has been granted authority to hold funds under the Federal Reserve Act. The funds shall be held in an institution whose depositary is a federal agency, intermediately, or entity which has been granted authority to hold funds under the Federal Reserve Act.

details of the incident and reasonable estimation of expandability of future losses or otherwise in accordance with applicable law.

and held funds in an amount not to exceed the lesser amount \$2000 less than the amount of funds due on the last day of each month for the period of time in which such amounts were held.

exceeded the maximum amount a lender for a federally related mortgage loan may require for any time, unless such lender and third parties for whom the amount not to exceed minimum amounts established under the Homeowner Protection Act, in view of the purpose of the program.

27. In order to take this into account, we propose to provide a wider range of legal instruments for the day-to-day management of property, under the title of "Written Agreements".

The principal of and interest on the debt evidenced by the Note and any payment and late charge due under the Note.

**UNIFORM COVENANTS.** Uniform and standard covenants and restrictions are as follows:

**THIS SECTION IS INSTRUCTIVE** — combine uniform coverage for railroad use and non-uniform coverings with limited variations by providing to consider a uniform security instrument covering rail 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 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 sum 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 periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium 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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numbered persons without further consent, if either party may, at his option, require immediate payment in full of all sums due.

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

13. **Loan Charters.** If the loan is issued by the Inter-American Development Bank or other loan agencies subject to it or by which such loans are administered, it will be treated as a partial prepayment without any prepayment charge under the Note.

12. Successors and assigns in law; joint and several liability; co-signers. The covenants and agreements of this Security Instrument shall bind and enure to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signers and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable Securitly Instrument only to the extent of the Notes (a), not exceeding the amount of principal and interest due on the Notes.

17. In accordance with the provisions of the present article, any exercise of the right of remedy shall not be a waiver of or preclude the exercise of any right of remedy.

particulars like the date of the monthly payments referred to in paragrapahs 1 and 2 or changes the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the good faith offer to make an award of 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, at its option, either to restoration or repair of the property or to the sum secured by this Security instrument, whether or not there due.

In the event of a total taking of the Property, the Proceeds shall be applied to the amount of a partial taking of the Property in such manner as the court may direct, which may exceed the amount received by the Debenture, whether or not there is a balance left over. In the event of a partial taking of the Property, the Proceeds shall be applied to the amount of the Property in which any debts due, which may exceed the amount received by the Debenture, before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the amount received by the Debenture.

10. **Complaint**. The proceeds of any award or claim for damages, direct or consequential, in connection with my condemnation of any part of the Property, or for conveyance in lieu of condemnation, are hereby withheld and shall be paid to Lender.

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EDN NO. 3995780

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 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 1014-980

PAGE 6 OF 6

1993 MODEL - 09/01/1993 RELEASE DATE  
ILLINOIS STATE FANNING/ALLIANCE HOME INSTITUTION



This instrument was prepared by:

MC COUNCILMAN EXPRESSED - JUNE, 9, 1997

GIVEN under my hand and officially sealed this \_\_\_\_\_ day of JUNE, 1997.

REASON FOR SEAL: PERSONALLY KNOWN TO ME TO BE THE SAME PERSON, AND RECOGNIZED AS THAT PERSON, WHOSE NAME(S) SUBSCRIBED TO THIS FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND RECOGNIZED AS THAT PERSON, FOR THE USE AND PURPOSES HEREIN SET FORTH.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS,  
COOK COUNTY, ILLINOIS,  
COUNTY, ILLINOIS,  
SPECIALTY LINE FOR ACKNOWLEDGMENT

REASON FOR SEAL:

REASON FOR SEAL:

REASON FOR SEAL:

REASON FOR SEAL:

SHARON C. MILLIAH

Witnessed:

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

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      [ ] CONDOMINIUM RIDER      [ ] PLATINUM MULTI DEVELOPMENT RIDER      [ ] RATE IMPROVEMENT RIDER      [ ] BIWEEKLY PAYMENT RIDER      [ ] SECOND HOME RIDER      [ ] OTHERS [SPECIFY]
- 94685157

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)]