

# UNOFFICIAL COPY

94742432

MAIL DOCUMENTS TO:  
HERITAGE TITLE CO.  
5849 W. Lawrence Ave.  
Chicago, Illinois 60630  
File #

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HERITAGE TITLE CO.  
5849 W. Lawrence Ave.  
Chicago, Illinois 60630  
File #

(Space Above This Line For Recording Date)

LOAN NUMBER 0000934216

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 26TH 1994. The mortgagor is EDDIE FREEMAN AND SHIRLEY A FREEMAN, HIS WIFE, IN JOINT TENANCY. The mortgagor is CONTIMORTGAGE CORPORATION ("Borrower"). This Security Instrument is given to THE STATE OF DELAWARE, 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 FIFTY SIX THOUSAND & 00/100 Dollars (U.S. \$ 56,000.00). 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 20TH, 2000. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE EXHIBIT A ATTACHED

PIN# 29-19-403-056  
29-19-403-033  
29-19-403-034

DEPT-01 RECORDING \$33.50  
TRAN 3540 08/23/94 10:14:00  
48059 + AR \*-94-742432  
COOK COUNTY RECORDER

which has the address of 16344 S WOOD [Street] MARKHAM [City],

Illinois 60426 [Zip Code] ("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 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.

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 9/90 (page 1 of 6 pages)  
CMC 804-C 9/92 (reco)

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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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained and included in the premiums paid to Lender, for which Lender requires insurance. The insurance carrier shall be chosen by Borrower and for the periods that Lender requires. The insurance provided shall be noncancelable and nonrenewable. Lender's rights shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the event of damage with paragraph 7.

Borrower shall prominently disclose any fact which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the fact in a manner acceptable to Lender; (b) consents in good faith the Lender to, or defers a payment agreement of the fact in, legal proceedings which in the Lender's opinion operate to pre-serve the creditorship of the fact, or (c) receives from the holder of the fact an agreement satisfactory to Lender super-adding the fact to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority to another, Lender may give Borrower a notice identifying the fact, however such notice shall not affect the title to the Property.

**4. Charges:** Lessor, Borrower shall pay all taxes, assessments, charges, etc., fines and impositions attributable to the property which may attach priority over this Security Instrument, and lessor shall pay ground rents, if any. Borrower shall pay priority over this Security Instrument, and lessor shall pay ground rents, if any. Borrower shall pay all taxes, assessments, charges, etc., fines and impositions attributable to the property which may attach priority over this Security Instrument, and lessor shall pay ground rents, if any.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under section 6 of this instrument:

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under paragraph 21, Lender fails to sell the Property, Lender, prior to the acquisition of title to the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums

If the Funds held by Lender accept 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, in Lender's side discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or corporation of the Escrow Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Escrow pay the Escrow Lender, if Lender is such a charge Borrower for holding and applying the Funds, annually and liquidizing the escrow account, or certifying the Escrow items. 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 appraiser service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires it, Lender is liable for all sums secured by this Security Instrument.

reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

amounts due to the federal government may require the borrower to pay interest on the amount of funds due on the basis of current rates plus the accrued interest.

**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 affect priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These fees and charges shall not exceed the maximum fee for collection and hold funds as set forth above. These

I. 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.

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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 /not/ 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 conforming 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 for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

15. **Confidentiality Limitations**. 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 or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are deemed to be severable.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing; it by first class mail unless otherwise required under law or 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this provision.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Under many choose to make this refund by reducing the 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 premium charge under the Note.

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, subject to the provisions of paragraph 7. Borrower's covenants and agreements 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 mortgagee, grant and convey that instrument to the Notee, and (b) is not personally liable under the terms of this Security instrument or the Note.

Chassis 1, shade and Borrower monthly payments agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

11. Borrower Not Relieved; Preparation By Lender Not a Waiver. Extension of the time for payment of amortization of equipment by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest to exercise its rights under otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any holder in due course of any right or remedy shall not be waiver of or preclude the exercise of any right or remedy.

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 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 before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the taking 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 sums secured immediately before the taking is less than the amount of a partial taking of the Property in immediately before the taking, unless Borrower and Lender otherwise agree in writing, all 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 sums secured by this Security Instrument before the taking.

If the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced to or equal to the amount of the sums secured by this Security Instrument before the taking.

By this instrument Borrower and Lender agree to the terms and conditions set forth in this instrument.

any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assinged and shall be held to Lender.

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

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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"/> 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:

Eddie Freeman ..... (Seal)  
EDDIE FREEMAN --Borrower

Social Security Number....347442422.....  
Shirley Freeman ..... (Seal)  
SHIRLEY A FREEMAN --Borrower

Social Security Number....587808367.....

[Space Below This Line for Acknowledgment]

UPON RECORDING, PLEASE RETURN TO:

CONTIMORTGAGE CORPORATION  
CEDAR CREEK CORPORATE CENTER  
149 WITMER RD., HORSHAM, PA 19044

(215) 956-0770

THIS INSTRUMENT PREPARED BY:  
JOANNA L RAYSA

94742432

809-IL-09/01/92

Form 3014 9/90 (page 6 of 6 pages)

CMC 809-C 9/92 jasco

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Wadover of Homestead, however, waves all right of homestead exceptation in the property.

**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 my reasonable costs.

21. Acceptation: Unless applicable law provides otherwise, The notice shall specify: (a) the date required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceptance); (b) the action under paragraph 17 unless 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 remit late after acceleration and the right to assert in the foreclosure proceedings of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. If the notice 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 attorney's fees and costs of little ultimate value.

**NON-UNIFORM GOVERNANTS.** Bottower and Leander further covenaunt and agree as follows:

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, oil, 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.

to normal residential uses and to maintenance of the Property.

**20. Hazarous Substances.** Both owner shall not cause or permit the presence, use, storage, or release of any Hazardous Substances other than those specifically identified in the Environmental Management Plan.

19. Sale of Note. Change of Lessor or a partial interest in the Note (otherwise with this Security instrument) may be sold and/or more times without prior notice to Borrower. A sale may result in the entity (known as the "Lessor Service"), that collects monthly payments due under the Note and this Security instrument as the "Lessor Service"). The Note and this Security instrument. There also may be one or more changes of the Lessor Service under the Note. If there is a change of the Lessor Service, 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 Lessor Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**18. Borrower's Right to Reinstatate.** 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 enjoining this Security Instrument. Those conditions are that Borrower pays under 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 covariance or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchallenged. Lender's rights under this instrument and the sums set forth by this Security Instrument 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.

law as of the date of this Security Instrument. Lender exercises this option, Lender shall give Borrower notice of acceleration 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.

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STATE OF ILLINOIS

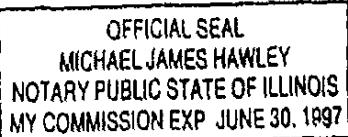
Cook COUNTY ss:

I, Michael J. Hawley, a Notary public in and for said county and state, do hereby certify that EDDIE Freeman and Shirley R. Freeman, his wife, in joint tenancy personally known to me to 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 25<sup>th</sup> day of July, 1997.

My Commission expires: June 30, 1997

Michael J. Hawley  
Notary Public



LOTS 26, 27, 28 AND 29 IN CROISSANT PARK MARKHAM SECOND ADDITION, BEING A SUBDIVISION OF ALL OF BLOCKS 1, 2 AND 3, LOTS 1, 2 AND 3 INCLUSIVE, LOTS 28 AND 29, LOTS 33 TO 39 INCLUSIVE, LOTS 43 TO 47 INCLUSIVE, BLOCK 4, LOTS 15 TO 34 INCLUSIVE, BLOCK 5, ALL OF BLOCKS 6 AND 7, LOTS 25 TO 29 INCLUSIVE, IN BLOCK 8 IN COLUMBIA ADDITION TO HARVEY, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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