

# UNOFFICIAL COPY

AFTER RECORDING RETURN TO:

This instrument was prepared by  
**ANN HEYING**

**AMERICAN SAVINGS OF FLORIDA, F.S.B.**  
1020 W. 31st STREET, SUITE 230  
DOWNERS GROVE, ILLINOIS 60515



(Name)  
**DOWNERS GROVE, IL 60515**  
(Address)  
**94781482**  
**0330293**

99-1018

FIRST MORTGAGE TITLE SERVICES, INC.

**THIS MORTGAGE is made this 30TH day of AUGUST, 1994, between the Mortgagor, JAMES VERNON PATTERSON AND MABLE L. PATTERSON, HUSBAND AND WIFE**

herein "Borrower", and the Mortgagee, **AMERICAN SAVINGS OF FLORIDA, F.S.B.**, a corporation organized and existing under the laws of **THE UNITED STATES OF AMERICA**, whose address is **17801 NORTHWEST SECOND AVENUE, MIAMI, FLORIDA 33169-5089** herein "Lender".

**WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 64,550.00 which indebtedness is evidenced by Borrower's note dated AUGUST 30, 1994 and extensions and renewals thereof herein "Note", providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on SEPTEMBER 15, 2009;**

**TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:**

**LOT 8 IN BLOCK 2 IN BRAINARD'S RESUBDIVISION OF BLOCKS 1 TO 8 AND 11 IN COLE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4) OF THE SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

DEPT-01 RECORDING \$31.50  
T#0011 TRAN 3678 09/07/94 11:42:00  
#0483 RV #94-781482  
COOK COUNTY RECORDER

94781482

**25-05-106-020**  
which has the address of **8728 ELIZABETH CHICAGO**  
Illinois **60620**  
(Street) (City)  
herein "Property Address";  
(Zip Code)

**TOGETHER with all the Improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.**



As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

Borrower hereby waives all right of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

James Vernon Patterson (Seal) Borrower JAMES VERNON PATTERSON

Mable L. Patterson (Seal) Borrower MABLE L. PATTERSON

Borrower

Borrower

(Sign Original Only)

STATE OF ILLINOIS,

County is: Cook

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that JAMES VERNON PATTERSON AND MABLE L. PATTERSON, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument; appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30TH day of AUGUST, 1994

My Commission expires:

OFFICIAL SEAL ANTHONY J. LAPAGLIA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/17/95

Anthony J. Lapaglia Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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no acceleration had occurred.

Payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and in enforcing Lender's other covenants or agreements of Borrower contained in this Mortgage; (e) Borrower pays all reasonable expenses incurred would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage notwithstanding Lender's acceleration of the sums secured by this Mortgage.

NOTWITHSTANDING LENDER'S ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE, BORROWER SHALL HAVE THE RIGHT TO ENFORCE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF DOCUMENTARY BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL OF THE SUMS SECURED ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE, FORECLOSURE BY JUDICIAL PROCEEDING, AND SALE OF THE PROPERTY, THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY PROVIDED IN PARAGRAPH 12 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; ANY SUMS SECURED BY THIS MORTGAGE, LENDER PRIOR TO ACCELERATION SHALL, GIVE NOTICE TO BORROWER AS EXCEPT AS PROVIDED IN PARAGRAPH 18 HEREOF, UPON BORROWER'S BREACH OF NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

remedies permitted by this Mortgage without further notice or demand on Borrower. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed, within which Borrower must pay all sums secured. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period law as of the date of this Mortgage.

same secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal interest in it is sold or transferred for if a 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

with improvements made to the Property. If all or any part of the Property or any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's

of execution or after resumption hereof. Borrower shall fulfill all of Borrower's obligations under any home "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein, provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such jurisdiction in which the property is located. The foregoing sentence shall not limit the applicability of Federal law to this

The state and local laws applicable to this Mortgage shall be the laws of the deemed to have been given to Borrower or Lender when given in the manner designated herein. address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall

to that Borrower's interest in the Property. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other

Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this

Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of The covenants and other rights afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy, Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or

modification of amortization of the sums secured by Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original

any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, as hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with The proceeds of any award or claim for damages, direct or consequential, in connection with a lien which has priority over this Mortgage.

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## TAX AND INSURANCE RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to recover any amounts disbursed for purposes of paying delinquent taxes on the Property and maintaining the requisite level of hazard insurance coverage.

THIS TAX AND INSURANCE RIDER is made this 30TH day of AUGUST 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to American Savings of Florida, F.S.B. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

8728 ELIZABETH, CHICAGO, ILLINOIS 60620  
(Property Address)

**AMENDED COVENANT.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

In the event that Borrower fails to make timely payment of any real property taxes on the Property imposed by any taxing authority, Lender, shall recover from Borrower the amount of any such payment by increasing the twelve (12) monthly payments due under Note following the date of such payment by Lender in an amount equal to one-twelfth (1/12) of the amount disbursed to remove the delinquency.

In the event that Borrower fails to maintain the requisite level of hazard insurance for the Property, Lender, at its option, may purchase such coverage from an insurer of Lender's choice. Lender shall recover from Borrower the amount of any hazard insurance premium paid by increasing the amount of the twelve (12) monthly payments due under the Note following the date of Lender's payment of the hazard insurance premium in an amount equal to one-twelfth (1/12) of the hazard insurance premium.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant set forth in this Tax and Insurance Rider.

  
Borrower JAMES VERNON PATTERSON

  
Borrower MABLE L. PATTERSON

Borrower

Borrower

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Property of Cook County Clerk's Office

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## DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this 30TH day of AUGUST 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AMERICAN SAVINGS OF FLORIDA, F.S.B. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

8728 ELIZABETH, CHICAGO, ILLINOIS 60620

(Property Address)

Amended Covenant. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further and agree as follows:

### A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. 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 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. 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

James Vernon Patterson (Seal)  
JAMES VERNON PATTERSON -Borrower

Mable L. Patterson (Seal)  
MABLE L. PATTERSON -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

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