

PREPARED BY:  
ROBBIE BURKS  
HOMewood, IL 60430

# UNOFFICIAL COPY

RECORD AND RETURN TO:

AMERICAN STATES MORTGAGE, INC.  
915 WEST 175TH STREET-SUITE 1 WEST  
HOMewood, ILLINOIS 60430

MAIL TO

34784202

94684790

34784202

94684790

94784202

[Space Above This Line For Recording Data]

1681425

## MORTGAGE

- DEPT-01 RECORDING \$31.50
- T40011 TRAN 3686 09/07/94 15:19:00
- #0516 # RV \*-94-784202
- COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on JULY 26, 1994. The mortgagor is JEFFREY A. WRIGHT AKA JEFFREY WRIGHT AND JEFF WRIGHT, JEFF A. WRIGHT AND JEFFREY ALAN WRIGHT, MARRIED TO MARIE A. WRIGHT\*\*

("Borrower"). This Security Instrument is given to AMERICAN STATES MORTGAGE, INC. 94684790

- DEPT-01 RECORDING \$31.50
- T40014 TRAN 2339 08/03/94 14:02:00
- #1047 # AR \*-94-684790
- COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 915 WEST 175TH STREET-SUITE 1 WEST HOMewood, ILLINOIS 60430 ("Lender"). Borrower owes Lender the principal sum of SEVENTY SEVEN THOUSAND ONE HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 77,150.00).

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 90 IN THE FIRST ADDITION TO COUNTRY AIRE ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 14, TOWNSHIP 36 NORTH, RANGE 13, NORTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*MARIE A. WRIGHT IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

\*\*\* THIS IS BEING RE-RECORDED TO NOTARIZE MARIE A. WRIGHT.

28-14-210-043

which has the address of 3318 MAGNOLIA DRIVE, MARKHAM  
Illinois 60426  
Zip Code

Street, City ,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FANNIE MAE  
FREDDIE MAC  
MORTGAGE FORMS

VMP MORTGAGE FORMS - (312)289-8100 - (800)621-7281

Page 1 of 6

DPS 1088  
Form 3014 9/90  
Initials: Jew

3150 m the

# UNOFFICIAL COPY

DPS 1090 Form 3014 9/90

102 wRw, j

ANSWER

borrower shall promptly discharge any debt which has priority over this Security Instrument unless Borrower (a) merges 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 more of the actions set forth above within 10 days of the filing of notice.

4. **Liabilities;** further, Borrower shall pay all taxes, assessments, charges, rates and impositions which relate to the property which may attach priority over this Security Instrument, and leasehold 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, to the Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

3. Application of Payments. Unless otherwise law provides otherwise, all payments received by Lender under Paragraph 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.

If upon payment in full of all sums secured by this Security instrument, we shall promptly refund to Borrower any funds held by Lender, if, under paragraph 21, Lender shall require to sell the property, 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

for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Leander in any time is not sufficient to pay the Escrow Items when due, Leander may so apply Borrower in writing, and, in such case Borrower shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Leander's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debt in the Funds were pledged as collateral security for all sums secured by this Security Instrument.

In charge; however, Lender may require Borrower to pay a one-time charge for an independent legal service if Lender may terminate this agreement to pay a one-time charge for an independent legal service.

The Funds shall be held in an institution whose depositors 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 recover for holding and applying the Funds, usually multiplying the escrow account, or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applies the same to make such a payment. The Funds shall be deposited in a checking account at the institution which holds the escrow items.

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 attach 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 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 Residential Escrow 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.

1. This means of preparation and intensive retraining must take longer. However, such proficiency may well be the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform conventions for national use and non-national use and by its terms governs with limited application to contestants a uniform security instrument covering real property.

**BONNOMER CO. LTD.** is a company engaged in the manufacture of matches.

TOO EASY WITH THE IMPROVEMENTS NOW OR THEREAFTER APPLIED ON THE PROPERTY, AND IN ESTIMATES, APPRAISEMENTS, AND FIXTURES NOW OR THEREAFTER A PART OF THE PROPERTY. ALL REPALACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY AGREEMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

# UNOFFICIAL COPY

**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 in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which 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 Property in accordance with paragraph 7.

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 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

# UNOFFICIAL COPY

DPS 1082 Form 3014 (9/50)

Digitized by srujanika@gmail.com

Digitized by srujanika@gmail.com

be given one copy of this Note and of this Security Instrument.

To be savable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

prepayment charge under the Note.

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 charge below the permitted limits; and (b) any sums already collected from Borrower which exceeded the permitted limits will be refunded to the permitted limits; and (c) any sums already collected from Borrower which exceeded the permitted limits will be refunded to Borrower, under my choice 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 further notice.

make any accommodations with regard to the terms of this Security Instrument at the late without the borrower's consent.

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 this paragraph 17.

11. Borrower Not Responsible For Late Advance By Lender, Extension of the time for payment or modification of any sums secured 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 to pay the amount so advanced.

12. Borrower Not Responsible For Late Advance By Lender, Extension of the time for payment or modification of any sums secured 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 to pay the amount so advanced.

unless otherwise agreed in writing; any application to proceed in principle shall be deemed to postpone the due date of the mandatory payments referred to in paragraphs 1 and 2 or change the amount of such payments.

award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to sell, act and apply the proceeds, at its option, either to restoration or repart of the Property or to the sum secured by this Security Interest, whether or not then due.

he appealed to the sureties secured by this Security instrument whether or not the sums are then due.

making, unless it is to power and lumber otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

this Security instrument shall be reduced by the amount of the proceeds multipled 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.

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

10. (Conditioned) The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [Landlord].

2. Inspection Letter or its Agent may make reasonable entries upon and inspections of the property; however, such visits

the premiums required to maintain mortality insurance in effect, or to provide a loss reserve, until the reinsurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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 negotiates becomes available and is obtained. Borrower shall pay

# UNOFFICIAL COPY

15-21425

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 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. 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 matched 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.

DPS 1993  
Form 3014/9/90

Initials: 

# UNOFFICIAL COPY

Form 3014 9/90

FOOT SIDE

Notary Public

OFFICIAL SEAL "H. JAMES SLINKMAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/4/98  
Note:

NMP-6R[1] 19/12/02

### My Commission Express

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she personally known to me to be the same person(s) whose name(s) is/are subscribed and delivered the said instrument is HIS/HER free and voluntary act for the uses and purposes herein set forth given under my hand and official seal, this 26<sup>th</sup> day of July, 1994.

STATE OF ILLINOIS, COOK COUNTY ss:  
a Notary Public in and for said County and State do hereby certify  
that JEFFREY ALAN WRIGHT, MARRIED TO MARIE A. WRIGHT\*, AND MARIE A. WRIGHT,  
MARRIED TO JEFFREY A. WRIGHT,

ISSN 1062-1024

300

5

-Borrower

—POWER—  
(1825)

-Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any ride(s) executed by Borrower and recorded with the  
Villages:

JEFFREY A. WRIGHT, MARRIED TO -Borrower  
MARGE A. WRIGHT\*  
(Seal)

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Grandfathered Payment Rider	<input type="checkbox"/> Grandmotherly Rider	<input type="checkbox"/> Granddaddy Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Biweekly Improvement Rider	<input type="checkbox"/> Planneid Bi-Unit Development Rider	<input type="checkbox"/> Ballotin Rider	<input type="checkbox"/> V.A. Rider	<input type="checkbox"/> Other(s) [Specify]
**MARIETTE A. WRIGHT IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF MAINTAINING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.									

23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

84684590