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A. J. SMITH FEDERAL SAVINGS BANK
14757 S. CICERO AVENUE
MIDLOTHIAN, IL 60445

94790385

APPL# 001-40812074

ML# 0025003955

DEPT-D1 RECORDING

T-0000 TRAN 9282 09/09/94 12:41:00 \$31.50

43024 CLU *-94-790385

COOK COUNTY RECORDER

94790385

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 27, 1994** by **ARLENE MITCHELL, A WIDOW**

The mortgagor is

A.J. SMITH FEDERAL SAVINGS BANK

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **14757 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS 60445**

("Lender"). Borrower owes Lender the principal sum of

TWENTY FIVE THOUSAND FIVE HUNDRED SEVENTY NINE AND NO/100

Dollars (\$U.S. \$ 25,579.00)

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 **SEPTEMBER 1, 2009**. 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 paragraphs (a) 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:

THE WEST 1/2 OF LOT 23 AND ALL OF LOTS 24 AND 25, IN W.H. LITTLE'S RESUBDIVISION OF BLOCK 5 IN FERNWOOD PARK SUBDIVISION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 37N, NORTH, RANGE 14E, in the west half of the third principal meridian, in COOK COUNTY, ILLINOIS.

P.I.N. # 25-09-322-0150 (AFFECTS LOTS 24 AND 25)

P.I.N. # 25-09-322-0331 (AFFECTS THE WEST 1/2 OF LOT 23)

which has the address of **444 W 101ST PL, CHICAGO, ILLINOIS 60678** (Street, City, Illinois 60678) ("Property Address"); it contains square feet of usable space.

ILLINOIS-Single Family FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90

Amended 5/94 - 8R(IL) (9405), LHM 10/94 (Amended 5/94)

VMP MORTGAGE FORMS • (800)521-7291



3

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WMP -6(RG) -1970

Page 2 of 6

of the institution at forty days above written to days of the borrowing of money.
Security Instrument, Lender may fully provide indemnity in respect of the loss or damage
done to the instrument, if Lender defrauds him any part of his property in respect of which Borrower shall satisfy the loss or damage
caused by the holder of the instrument in respect of the instrument subsequently to Lender's priority over this
instrument of the instrument, (c) account from the holder of the instrument in respect of the instrument subsequently to Lender's priority over this
instrument of the instrument, (d) account from the holder of the instrument in respect of the instrument subsequently to Lender's priority over this
instrument of the instrument, (e) legal proceedings which in the event of the instrument subsequently to Lender's priority over this
instrument of the instrument, (f) expenses of the instrument subsequently to Lender's priority over this instrument of the instrument.
Borrower shall pay all debts which has priority over this Security instrument unless Borrower; (g) costs in
writing to the payment of the instrument subsequently to the instrument concerned by the instrument in good faith the instrument.
Borrower shall pay all debts which has priority over this Security instrument unless Borrower; (a) agrees in
writing to the payment of the instrument subsequently to the instrument concerned by the instrument.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.
Person or entity paying, Borrower shall promptly furnish to Lender all notices of summons to be paid under this paragraph, If
obligations in the instrument provided in paragraph 2, or if not paid in due manner, Borrower shall pay item on time due to the
which may obtain priority over this Security instrument and cascading payments of ground rents, if any, Borrower shall pay these
4. Charges: Lender, Borrower shall pay all debts, assessments, charges, fines and impositions liable to the Proprietary
debt, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
1 and 2 shall be applied first, to any prepayment charge due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender, under paragraph 2
Security Instruments, shall be applied to the amounts received by this Security instrument, Lender shall return to Borrower any Funds
held by Lender, if, under paragraph 2, Lender shall receive or sell the instrument or sale as a credit sale, the sums secured by this
held by Lender, in full of the amounts received by this Security instrument, Lender shall return to Borrower any Funds
which payment is held by Lender exceed the amounts permitted to be held by, applicable law, Lender shall account to Borrower for
monetary payments, or Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by, applicable law, Lender shall account to Borrower for
to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve
not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay
the excess Funds in accordance with the requirements of applicable law, If the amount of the Funds held by Lender is
Lender may agree in writing, unless applicable law permits Lender to be paid in advance, unless applicable law
Lender in connection with this note, unless applicable law on notes otherwise, unless an agreement is made, or applicable law
however, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make a charge,
the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make a charge,
Lender, if Lender is such an instrument, or applying the note held by Lender, shall apply the note held by Lender, if Lender is such an instrument,
The Funds shall be held in an instrument whose descriptions are inserted by a federal agency, instrumentality, or entity (including
otherwise in accordance with applicable law).

The Funds are pledged as additional security for all sums secured by this Security instrument.
amount according to the Funds, showing credits and debits to the Funds and the unpaid balance for which each debit to the Funds was
Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an
receipts interest to be paid, Lender shall not be required to pay to Borrower any interest or currency on the Funds, Borrower and
Lender in connection with this note, unless applicable law on notes otherwise, unless an agreement is made, or applicable law
however, Lender may require Borrower to pay a one-half charge for an independent real estate tax reporting service used by
the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make a charge,
Lender may not charge Borrower for holding, and applying the note held by Lender, shall apply the note held by Lender, if Lender is such an instrument,
Lender, if Lender is such an instrument, or applying the note held by Lender, shall apply the note held by Lender, if Lender is such an instrument,
The Funds shall be held in an instrument whose descriptions are inserted by a federal agency, instrumentality, or entity (including
otherwise in accordance with applicable law).

estimate the amount of Funds due at the time of entry and reasonable estimates of expenditures of future Escrow items or
amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser, amount, Lender may
amounted from time to time, 12 (12), Section 2601 et seq. ("RESPA"), unless another law limits amounts to the Funds set at 1974 as
minimum may require Lender to pay a one-half charge for holding, and applying the note held by Lender, for a federally related
Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender, in accordance with the
provisions of paragraph 8, in lieu of the payment of insurance premiums, These items are called "Escrow items".
any, (c) yearly property tax bills, if any; (d) any sums payable by Borrower to Lender, in accordance with the
or ground rents in the Proprietary instrument, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if
and assessments which may affect priority over this Security instrument as a sum ("Funds"); (e) yearly escrow payments
Lender on the day normally payable under the Note, until the Note is paid in full, a sum ("Funds"); (a) yearly taxes on

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to
principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Prepayments shall promptly pay when due the
UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains uniform covenants for uniform use and non-uniform covenants with limited
will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grants and conveys the Property is unencumbered, except for encumbrances of record, Borrower warrants that

All of the foregoing is correct and that the instrument is lawfully seized of the estate hereby conveyed and that the right to mortgage,

TOGETHER WITH all the instruments now or hereafter created on the property, and all easements, appurtenances, and

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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 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

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15. **Government Law: Sovereignty.** This Security Agreement shall be governed by federal law and by the laws of the state in which the Note was delivered or given effect without the need for prior notice. To this end the provisions of this Security Agreement are intended to be construed consistently with the principles of uniformity of interpretation of contracts and the avoidance of conflicts of law.

44. Notes. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to it or by mailing it by first class mail and addressed sufficiently to allow sufficient time for delivery by mail. The notice shall be delivered to Jim Pomeroy Address or any other address designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

under the Noise.

12. Successors and Assesors and jointly and severally liable; Co-signers. The co-convenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Agreement.

11. Borrower Not a Wallster. Exclusion of the time for payback of the modification of the underlying Note if the payback date falls on or before the due date of the Note.

by this Security Instrument, whether or not valid, due.

If the property is adequately covered by insurance, or if, after review, it is determined to be reasonable to expand to include the conduct of offices to make an award or settle a claim for damages, Borrower shall so expand to Lender within 30 days after notice is given; Lender

sums secured by this section will either or not the sums are due.

In the event of a total taking of the Property, the proceeds shall be applied to the replacement of the Property, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property is equal to or greater than the amount of the security held by the Lender, the balance of the security held by the Lender shall be applied to the replacement of the Property, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property is less than the amount of the security held by the Lender, the balance of the security held by the Lender shall be applied to the replacement of the Property, with any excess paid to Borrower.

30. **Condemnation.** The proceeds of any award or 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 Lender.

9. Interpretation. Under or in so far as may make reasonable duties upon and inspections of the Property, Landlord shall give

প্রয়োগ করা হলে এই পদক্ষেপটি সমস্যার উৎস নিরসনে সহায় হবে।

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16. Borrower's Copy. Borrower shall be given one (1) confirmed copy of the 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 (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. 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.

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Form 3014 9/80
MIDWESTERN, IL, 60445

14757 S. CICERO AVENUE

RERETURN TO: A.J. SMITH FEDERAL SAVINGS BANK

This instrument was prepared by
NOTARY PUBLIC STATE OF ILLINOIS
NANCY PUBLISHER NOVEMBER 6/13/96

SUSAN P. OULIANIAN

NOTARY

PUBLIC SEAL

STATE OF ILLINOIS

NOTARY PUBLIC STATE OF ILLINOIS

NANCY PUBLISHER NOVEMBER 6/13/96

Given under my hand and affixed seal, this day of July, 1996
Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I lie
personally known to be the same person(s) whose name(s)

A WITNESS

2. Notary Public in and for said county and state do hereby certify that

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

County of Cook

Notarized
(Seal)

STATE OF ILLINOIS

any rider(s) executed by Borrower and recorded with it,
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in
Witnesses:

- [Check applicable boxes] V.A. Rider Other(s) [Specify]
 Ballotin Rider Second Home Rider
 Graduated Payment Rider Rate Improvement Rider
 Planned Unit Development Rider Biweekly Payment Rider
 Adjustable Rate Rider Family Rider
 Condominium Rider 1-4 Family Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, all 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.

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23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

Without charge to Borrower, Borrower shall pay any recording costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument