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COOK COUNTY, ILLINOIS  
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MAIL TO:

94951380

SELL FEDERAL SAVINGS AND  
LOAN ASSOC.  
CONNER MONROE 800 CLARK  
CHICAGO, ILLINOIS 60603

BOX 112

PH. RIDGE LOAN NO. 12758126

[Space Above This Line For Recording Date]

## MORTGAGE

19. **THIS MORTGAGE ("Security Instrument") is made on SEPTEMBER 20, 1984, THE mortgagor is DAWN LYNNE PARKER, DIVORCED AND NOT BISON REMARRIED ("Borrower"). This Security Instrument is given to SELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 70 West Monroe Street - Chicago, IL 60603 ("Lender"). Borrower owes Lender the principal sum of TWENTY THREE THOUSAND AND 00/100 Dollars (U.S. \$ 23,000.00). 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 10-01-2024. 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 BLOCK 88 County, Illinois:  
LOT 88 AND 89 IN BLOCK 8 IN WILLIAM H. KERSEY SUBDIVISION OF THE WEST 1/8 OF THE NORTHWEST 1/4 OF SECTION 88, TOWNSHIP 87 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PERMANENT TAX I.D. NUMBER 26-00-100-088, 00-00-100-088

which has the address of 18004 SOUTH LODGE, CHICAGO,  
(Street) IL 60648 (City)  
Illinois 60648 (Zip Code) ("Property Address");

08CTES66

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 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 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.

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16. **Borrower's Copy.** Borrower shall be given one 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

19. **Covering Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state designated in the preamble.

14. Notables, Any notice to deliver or provide provided for in this Security Instrument shall be given by delivery in or

33. **Laws & Contracts.** If the loan received by this Security instrument is subject to a law which sets maximum loan charges, and that law is lawfully interpreted so as to interfere with the collection of after loan charges collected or to be collected in connection with the loan, the lender may choose to make this reduction by reducing the principal owed under this Note or by making a direct payment to the borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any premium charge under this Note.

12. **Successors and Assignees**: jointly and severally liable ("Assignee"). The co-venturers and agreements of this Successor and Assignee shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-venturers and agreeements shall be joint and several. Any Borrower with co-venturers shall be liable under this Security Instrument only to the extent of his/her share.

11. Horrorwarx Del Releaks: Performance by Leader Not A Wallver. Extension of the time for payment of compensation due to the breach of confidentiality or disclosure of such information or performance by Leader Not A Wallver. Any application of paragraphs 1 and 2 of clause 11 of the agreement to performance by Leader Not A Wallver.

10. **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 convenience in lieu of condemnation, are hereby disclaimed and shall be paid to [ ]

9. Landowner, Lender or its agent may make reasonable entries upon and inspections of the Property, under shall have the right at the time of or prior to an inspection specifically 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)]

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 Other(s) [specify]

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
**EQUITY LOAN MORTGAGE RIDER**

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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:

*Oba Lee Perkins*

.....(Seal)  
—Borrower

.....(Seal)  
—Borrower

[Space below TD's Line For Acknowledgment]

STATE OF ....*IL*.....  
COUNTY OF ....*Cook*.....} ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that **OBA LEE PARKINSON, DIVORCED AND NOT SINCE REMARRIED**, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be, **her**..... free and voluntary act  
(he, her, they) and deed and that **she**..... executed said instrument for the purposes and uses therein set forth.  
(he, she, they)

Witness my hand and official seal this **20<sup>th</sup>** day of **October**, **1994**

My Commission Expires **11/22/97** **OFFICIAL SEAL**

NANCY A. DEMAAR  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/22/97

*Nancy A. Demaar* (Seal)  
Notary Public

This instrument was prepared by **TERRI TURNER**, **79 W. MONROE, CHICAGO, IL 60600**

\* mail to:

94951380

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Form 304 GAO (page 5 of 6 pages)

23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.  
22. Release. Lender shall pay all sums secured by this Security instrument, Lender shall release this Security  
by judgment proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in  
of all sums secured by this Security instrument without further demand and may require immediate payment in full  
is not cured or before the date specified in the note, Lender at his option may accelerate this Security instrument  
crediting the non-excitation of the right to remit after acceleration and the right to assert in the foreclosure pro-  
cess further information Borrower of the right to accelerate after judgment and sale of the Property. The notice  
of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property  
be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration  
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must  
unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17  
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerate to (i), following Borrower's  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

that relate to health, safety or environmental protection.  
used in this paragraph 20, "Environmental Law", means federal laws and laws of the jurisdiction where the Property is located  
practices and herbicides, volatile solvents, corrosive substances or toxic products, toxic substances and hazardous wastes or other materials, or any other activity which endangers the health, safety or welfare of persons or property.

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.  
regularly audited, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary,  
Environmental Law of which Borrower has actual knowledge. (c) Borrower learns, or is notified by any government of  
any governmental or regulatory agency or private party in writing that the Property and any Hazardous Substances or  
Borrower shall provide prompt notice to Lender of any investigation, claim, demand, lawsuit or other action by  
to normal residential uses and to maintenance of the Property.

use, or occupy on the Property of small quantities generally recognized to be appropriate  
the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the person  
of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting  
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release  
The notice will also contain any other information required by applicable law.  
The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.  
Servicer, Borrower will be given written notice of the change in accordance with paragraph 1 above and applicable law.  
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  
known as the "Loan Service", this collects monthly payments due under the Note and this Security instrument. There  
instrument may be sold one or more times without prior notice to Borrower. A note may result in a change in the entity  
19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security  
right to remand that no other covenant under paragraph 17.  
arbitrary and the attorney's fees and costs incurred thereby shall be fully effective as if no acceleration had occurred. However, this  
the sum received by this Security instrument shall continue unchanged. Lender's obligation to pay  
require to advise that the Note and this Security instrument by Borrower, unless timely paid  
instrument, including, but not limited to, reasonable attorney's fees, and (d) unless such action is taken to accelerate this Security  
accelerated, that causes any default of any other covenant or agreement, (e) pays all expenses incurred in enforcing this Security  
(a) pays Lender all sums which Lender would be due under this Security instrument and the Note is if no acceleration had  
Security instrument, or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower  
a applicable law may specify for remanagement before sale of the Property pursuant to any power of sale contained in this  
enforcement of this Security instrument disclosed in any time prior to the earlier of: (a) 5 days (or such other period  
18. Borrower's Right to Remand. If Borrower meets certain conditions, Borrower shall have the right to have  
any remedies permitted by this Security instrument without notice of demand on Borrower.  
by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke  
of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued  
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 Security instrument.

accrued by this Security instrument. However, this option shall not be exercisable by Lender if exercise is prohibited by federal  
person without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums

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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, 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 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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**5. Hazard of Property Damage.** 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 of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance shall be issued by Borrower and carried by Borrower at Lender's option, within the amounts and for the periods required by Lender, and Lender's coverage to protect Lender's interest in the property in accordance with paragraph 7.

Borrower shall promptly disclose any charge or priority over this Security Interest in the Collateral to the Payee in writing to the Payee at the address set forth above or take one of the actions set forth above within 10 days of the giving of notice.

d. **Chargers:** Lenses, Barrower shall pay all taxes, assessments, charges, fines and impositions arbitrable to the property which may arise in priority over his Security interest, and leavehold pay amounts or ground rents, if any. Barrower under this paragraph, if Barrower makes these payments directly, Barrower shall promptly turn them to Lender's receiver evidence of the payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to uninsured payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums accrued by this Accrual Instrument, Lender shall promptly refund to Borrower any funds held by Lender under Paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of title of the Property, shall apply Funds held by Lender at the time of acquisition or sale as a credit against the sums or title of the Property, shall apply Funds held by Lender at the time of acquisition or sale as a credit against the sums

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess in accordance with the requirements of applicable law. If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess in accordance with the requirements of applicable law.

The funds shall be held in an institution whose deposits are insured by a federal agency, instutmentality, 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 fees, and Lender may not charge Borrower for holding and applying the Funds, annually multiplying the escrow account, or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may charge Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires, Lender shall not be required to pay Borrower any interest on the Funds during the period in which the Funds are held by Lender.

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Loan No. 02758126

## EQUITY LOAN MORTGAGE RIDER

(Adjustable Rate and Payment)  
(Revolving Line of Credit)

THIS EQUITY LOAN MORTGAGE RIDER is made this 23RD day of SEPTEMBER 19\_94, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Equity Loan Note to BELLE FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

12034 SOUTH LOOMIS, CHICAGO, ILLINOIS 60643

PROPERTY ADDRESS

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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

### A. INTEREST RATE, MONTHLY PAYMENT CHANGES AND BILLING NOTICES

Section 2.a., 3, 4, and part of 5, of the Equity Note provides for changes in the interest rate, the monthly payments, billing notices, and a revolving line of credit, as follows:

#### 2. INTEREST

##### a. Interest Rate

The interest rate may change monthly. Interest rate changes may occur on the first day of any billing cycle beginning on 11-01-1994, and on the first day of every billing cycle thereafter. Billing cycles shall begin on the first day of each month.

##### 1) The Index

Interest rate changes will be based on an interest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans at large U.S. money center commercial banks as published in the Money Rates section of the Midwest Edition of the Wall Street Journal on the last day the Journal is published each month. If more than one Prime Rate is listed on that day, the index in effect for your Equity Loan will be an average of the Prime Rates listed.

If the Index ceases to be made available the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

##### 2) Setting the Interest Rate

The Note Holder shall calculate the per annum interest rate for any given billing cycle by adding two percentage points (2%) to the Index as published on the last day the Journal is published the previous month. However, the interest rate on this loan will never exceed 16.99 percent per annum.

#### 3. PAYMENTS

Monthly payments of principal and interest shall be due on the first day of each month beginning the first of the month following the first advance under this Note. The monthly payment shall be sufficient to repay in full the principal and accrued interest of my Note in substantially equal payments by the Maturity Date at the interest rate effective for the billing cycle immediately prior to the payment and rounded up to the next dollar. Except for the last payment, IN NO EVENT SHALL ANY PAYMENT BE LESS THAN \$100. Advances under this Note will increase the payment and prepayments will reduce the payment unless offset by changes in the interest rate. The interest rate on this Note may change from time to time. An increase in the interest rate will result in an increased payment and a decrease in the interest rate will result in a decreased payment unless offset by prepayments or advances. Prepayment in whole or in part shall be permitted without penalty or fee, but prepayment shall not excuse my subsequent failure to pay principal or interest as it becomes due.

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**POSITIVE** *positive* *positive* *positive* *positive* *positive* *positive*

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**AN ELEM OF MOTIVATION.** The last of this chapter will be an attempt to suggest a way to get rid of certain qualities that are undesirable in our character. It is the desire to get rid of these qualities that motivates us to make changes in our lives.

**229. DEFECTS** In the event of any defect and/or failure of the Mortgagor, the Legally Lien Mortgagor shall be liable to the Legally Lien Mortgagor for payment of amounts due to the Legally Lien Mortgagor.

22. DEERRIVAL OF TAX AND INSTRANCE ESCROWS. The mortgage provider for payments to be made for tax and insurance escrows. As long as the mortgage referred to in paragraph 22 is outstanding and all taxes and premiums are paid the escrow provider will not be ordered. Escrows should not be used without prior written approval of the mortgage provider.

226. PRIOR MORTGAGE. The Borrower's attorney shall review and if they are the obligor under a note received by a mortgagor, in the original sum of \$8,000.00 DOLLARS, dated SEPTEMBER 8, 1982 and recorded in the County of Illinois, and if they permit immediate payment in full of all sums advanced by the Society under the terms and conditions of paragraph 19, itendered exeeuter dies opinion, I tender and take the steps specified

25. **ARTICLE 25. SECURITY INVESTIGATION** (Continuation of Article 24 of the Security Instrument) In the event of a conflict and dispute between the parties to the contract, this Security Instrument shall be referred to the competent authority of each party and the parties shall submit their dispute to the competent authority of each party for arbitration.

#### B. ADDITIONAL NON-UNIFORM COVENANTS

The principal of this loan represents a revolving line of credit available to me, ..., up to an exact adult voluntary damage

**5. WHEN PRINCIPAL RECEIVED**

Each month there is an outstanding principal balance I will receive a billings which will show the outstanding principal balance I will receive if I make my payments on time.

#### 4. BILLING NOTICES