

# UNOFFICIAL COPY

9-660113

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.  
8100 OAK LANE  
MIAMI LAKES, FL 33016  
LOAN NUMBER: 50-521900-1

DEPT OF STATE RECORDINGS 501.01  
NAME: IRAN 1879 01/03/94 BY: J. L.  
#1009 ( - X - 94-0012 )  
RECORDED BY: J. L.

- {Space Above This Line For Recording Data}

## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on C. P. DECEMBER 2ND , 1993  
The mortgagor is CLAYTON PATTON, 93 YOBORD/AND/907/SHOE/RMARRIED/ MARRIED TO  
GLORIA PATTON

(“Borrower”). This Security Instrument is given to

AMARIS MORTGAGE COMPANY  
which is organized and existing under the laws of ILLINOIS  
2147 W. 95TH STREET, CHICAGO, IL 60643

(“Lender”). Borrower owes Lender the principal sum of  
SEVENTY SEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100  
Dollars (U.S. \$ 17,750.00). 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  
JANUARY 1ST, 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:

THE NORTH 1/2 OF LOT 5 AND 6 TAKEN AS A TRACT IN STOICKER'S  
RESUBDIVISION OF LOTS 6 TO 19, AND THE SOUTH 1/2 OF LOT 21; LOTS 22 TO  
26 BOTH INCLUSIVE AND LOT 27 (EXCEPT THE EAST 8 FEET THEREOF) IN BLOCK  
24 IN CREMIN AND BRENNAN'S FAIRVIEW PARK SUBDIVISION OF CERTAIN BLOCKS  
AND PARTS OF BLOCKS IN CROSBY AND OTHERS SUBDIVISION IN THE SOUTH 1/2  
(WEST OF RAILROAD) OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBER: 25-05-414-041

96001115

which has the address of 9317 SOUTH MAY [Street] , CHICAGO  
Illinois 60620 ("Property Address"); [City]  
[Zip Code]

**ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
TEN '87SL1 13'03;

Form 3014-2/90 (Page 1 of 6 pages)

www.english-test.net

To Order Call 1-800-533-5393  FAX 619-791-3131

# UNOFFICIAL COPY

Form 3041-9-90 (Page 2 of 6 pages)

blocks of handwriting, for which Landlord receives insurance. This insurance shall be maintained in the amounts and property interest less by the trustee, hazards included within the term "casualty" and any other hazards, including 5. Lessor or Proprietor Insurance. Holder or shall keep the improvements now existing or hereafter erected on the shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

which may alien property over this security instrument, Landlord may give Borrower a notice indemnifying the property to the lessor to this security instrument if Landlord does not object to the lessor's opinion to Landlord agrees the agreement of the lessor to (c) secure from the holder of the lessor an agreement satisfactory to the lessor by, or details against encroachment of the lessor, legal proceedings acceptable to Landlord; (b) contains in good faith in writing to the payee of the payment of the obligation secured by the lessor in a manner acceptable to Landlord; (a) agrees Borrower shall promptly discharge any lessor which has priority in instrument unless Borrower:

evidencing the payment. under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Landlord receipts same directly to the person and paymen. Borrower shall promptly furnish to Landlord all notices of amounts to be paid shall pay direct obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on property which may alien property over this security instrument, and leasehold payments of ground rents, if any. Borrower charges, fines and impositions allocable to the paragraph 2, third, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under 6. Application of Payments. Unless applicable law provides otherwise, all payments received by Landlord under

served by this security instrument. Funds shall apply any funds held by Landlord as the sum of acquisition of, plus as a credit against the sums of the Property, shall apply to the lessor to the amount acquired or sold the acquisition of Funds held by Landlord shall make up the (plus payment in full of all sums secured by this security instrument, lessor shall promptly refund to Borrower any difference in no more than twelve months, at Landlord's sole discretion.

such case Borrower shall pay to Landlord the amount necessary to make up the deficiency. Borrower shall make up the Landlord at any time is not sufficient to pay the Escrow items when due, Landlord may so notify Borrower in writing, and, in Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by

if the Funds held by Landlord exceed the amounts permitted to be held by applicable law, Landlord shall account to

secured by this security instrument. and the purpose for which each deposit to the Funds was made. The Funds are pledged as additional security for all sums Landlord shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds of earnings on the Funds, Borrower and Landlord may agree in writing, however, that interest shall be paid on the Funds, of earnings is made of applicable law requires interest to be paid, Landlord shall not be required to pay Borrower any interest on reporting service used by Landlord in connection with this loan, unless applicable otherwise. Unless an estimate is made such a charge. However, Landlord may require Borrower to pay a one-time charge for an independent real Landlord or verifying the Escrow items, unless Landlord pays Borrower interest on the Funds and applicable law permits the Escrow items, Landlord may not charge Borrower for holding the Funds, normally analyzing the Funds to pay (including Landlord, if Landlord is such as in situation) or in any Federal Home Loan Bank. Landlord shall apply the Funds to pay the Funds shall be held in an escutcheon whose deposits are insured by a federal agency, insurability, or currency reasonably estimated of expenditure of future Escrow items or otherwise in accordance with applicable law.

amount not to exceed the lesser amount Landlord may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a lesser amount if so, Landlord may, at any time, collect and hold Funds in an Estale Settlement Proceedings Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless amount a Landlord for a clearly related mortgage loan may require for Borrower's escrow account under the maximum items are called "Escrow Items". Landlord may, at any time, collect and hold Funds in an amount not to exceed the maximum amount in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These Landlord, in accordance with the property, if any), clearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to insurance premiums, if any); (e) yearly mortgage insurance premiums; (f) yearly leasehold payments and assessments which may alien property to the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly payments of ground rents on the property, if any); (b) yearly property insurance premiums; (c) yearly flood payments and assessments which may alien property over this security instrument as a lessor on the property; (d) yearly leasehold to Landlord on the day monthly payments are due under the Note, until the Note is paid by Landlord, Borrower shall pay 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Landlord, Borrower shall pay principal of and interest on the debt evidenced by the Note and late charges due under the Note.

1. Payment of Premium and Interest: Preparation and Late Charges. Borrower shall promptly pay when due the

LINERMAN COVENANTS. Borrower and Landlord covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenant for national use and non-uniform covenants with limited warranties by jurisdiction to constitute a uniform security instrument covering real property.

Borrower warrants and will defend generally the title to the property against all claims and demands, subject to any mortgage, grant and convey the property and that the property is lawfully seized of the estate hereby conveyed and has the right to insurmountable All of the foregoing is recorded in this security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security

# UNOFFICIAL COPY

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 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, if 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.

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

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with

# UNOFFICIAL COPY

1011-101-919 KX1(1) 2000 DES OOB 1 000/00-00  
201 2000/00-00

Form 3014-9/90 (page 4 of 6 pages)

ED-61-1968-A23

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have immediate performance of this Security Instrument or to sue for specific performance of the terms of this instrument.

If Lender exercises his option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date he gives the notice to deliver or mail 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 power granted him in this Section without further notice or demand on Borrower.

Without Landlord's prior written consent, Landlord may, at its option, require immediate payment in full of all sums accrued by this lease or this Security Instrument.

16. Borrower's copy. Borrower shall be given one copy of the note and of this document.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

declined to be accessible.

**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 which contains a given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by

reduced to Borrower. Lender may choose to make this reduction by reducing the Principal owed under the Note or by making a direct payment to Borrower. If a reduced reduction makes principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

charges, and that law is thereby interpreted so that the interest or other than charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from the borrower which exceeds the permitted limit will be credited to the permitted limit; and (c) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit.

forbear or make any accommodations with regard to the terms of this security instrument or the note without prior written consent of the holder.

outcomes. However, interpretation of the scores according to this scoring method is based on the assumption that the patient's ability to exercise is limited by pain.

the demand made by the Borrower for payment of any amount due under this Note or the Note, the Lender shall have the right to cause the trustee to sell the property described in the Note or the Note, or any part thereof, at public auction or otherwise, and to apply the proceeds of such sale to the payment of the amount due under this Note or the Note, as the case may be, and the Lender shall have the right to sue for any deficiency.

posponed the due date of the monthly payments referred to in paragraphs 1 and 2 of change of the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium officers to 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 collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums received by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by which the fair market value of the Property immediately before the taking is equal to or greater than the amounts of the sums which the fair market value before the taking is less than the amounts of the Property in instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in instrument, whether or not then due, the proceeds shall be applied to the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing.

any conveyance or alienation of any part of the Property, or for conveyance in trust or condominium, are hereby assinged and shall be paid to Lender.

# UNOFFICIAL COPY

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 Substance 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.

94001115

UNOFFICIAL COPY

Form 104 (Rev. 6-9-78)

OFFICIAL SEAL  
CATHERINE HOLLOWAY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/11/97

2147 W. 95TH STREET, CHICAGO, IL 60643  
(Name) *JOHN H. WILSON*

MARSH MORTGAGE COMPANY

Eq pəndəd səm yuəmənət səq.

Digitized by srujanika@gmail.com

free and voluntary act, for this is as and purposes inherent set and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

, personally known to me to be the same person(s) whose name(s)

1. THE UNDERSTANDING  
, a Notary Public in and for said county and state.

ISSN 1062-1024

8000 SIGHTS AND STORIES

GLORIA PATTON, SIGNING FOR THE <i>Gloria Patton</i>		GLORYON (PATRON) <i>Gloria Patton</i>	Social Security Number 350-46-8440 Borrower (Seal)
SOLE PURPOSE OF MAINTAINING HER HOMESTEAD RIGHTS Social Security Number 336-62-7256		SOCIAL SECURITY NUMBER OF MAINTAINING HER HOMESTEAD RIGHTS Social Security Number 350-46-8440 Borrower (Seal)	Social Security Number 350-46-8440 Borrower (Seal)

ISSN 1062-1024

સાધુવા

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

[Other(s) (specify)]

<input type="checkbox"/> 24. Riders to this Security Instrument, (if one or more riders are executed by Borrower, and recorded together with this Security Instrument, the coveragess and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument the coveragess and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument the coveragess and agreements of each such rider shall be incorporated into and shall amend and support the instrument the coveragess and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es)])	<input type="checkbox"/> 1-A Family Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Second Home Rider
---	---	--	--	--	---	---	---	--	--