

RETURN TO: *at Preparer's Office*  
EMPIRE OF AMERICA REALTY CREDIT CORP.  
2200 E. DEVON AVE., SUITE 183  
DES PLAINES, IL 60018

# UNOFFICIAL COPY

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(Space Above This Line For Recording Data)

PROCESS #: 21430-03005

## MORTGAGE

001-101 RECORDINGS \$31.00  
189999 THRU 2469 01/11/94 11:35:00  
#0377 R 33 0/00-033 1.00 L  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 31, 1993  
ROLLAND A. RIENHART AND LESLIE A. WILLIAMSON, IN JOINT TENANCY

The mortgagor is

("Borrower"). This Security Instrument is given to EMPIRE OF AMERICA REALTY CREDIT CORP.

94031151

which is organized and existing under the laws of THE STATE OF NEW YORK, and whose address is EMPIRE PLAZA, 100 SENECA ST., BUFFALO, NEW YORK 14203 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED ONE THOUSAND AND 00/100 \* Dollars (U.S. \$ 101,000.00). 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 JANUARY 01, 2014. 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 16, 17 AND 18 IN BLOCK 13 IN CHICAGO RIDGE BEING A SUBDIVISION OF NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN #: 24-17-111-006

which has the address of 6203 W. BIRMINGHAM, CHICAGO RIDGE  
Illinois 60415 ("Property Address");

(Street, City).



ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT  
Form 3014 D/00  
Amended 6/91

M014

CRUL (0212)

VMP MORTGAGE FORMS - 18001621-7291

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Printed on Recycled Paper



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16. Borrower's Copy. Borrower shall be given one confidential copy of this Note and of this Security Instrument.

to be severable.

Given effect without the conflicting provision. To this end the provisions of this Security Instrument and this Note are declared void if any other provision is violated, such conflict shall not affect other provisions of this Security Instrument or the Note which can be satisfied in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note is violated, security interest shall be governed by federal law and the law of the state in which the Property is located.

17. Governing Laws; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located.

Security Interest shall be deemed to have been given to Lender when given as provided in this paragraph.

Lender's address shall herein or any other address Lender designates by notice to Borrower. Any notice provided for in this or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the first class mail unless otherwise specified below or by another method. The notice shall be directed to the Property Address it by first class mail unless otherwise specified below or by another method. The notice shall be given by delivery by or by mailing

(d) Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery by or by mailing

papermail change under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any payment to Borrower. If Lender chooses to make this refund by reducing the principal owed under the Note or by making a deposit to the Note, and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Lender.

To the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge Lender exceed the permitted limits, then: (a) any such loan charge collected or so collected in connection with the note that law is found by the interest or other loan charges collected or so collected to a level which does not exceed the permitted limits.

18. Loan Charge. If the loan accrued by this Security Instrument is subject to a level which does not exceed the permitted limits.

make any accommodations with respect to the terms of this Security Instrument or the Note without Lender's consent.

secured by this Property under the terms of this Security Instrument; and (c) agrees that Lender will pay off Borrower's outstanding balance in full to Lender and any interest or fees to exceed, modify, forgive or amend any agreement in this Note.

Borrower's interest in this Property under the terms of this Security Instrument; (b) a non-promissory obligation paid by the sum's instrument but does not exceed the Note: (a) is co-signing this Security Instrument only to mortgage, garnish and convey this property if Borrower's covenants and agreements with co-signers of Lender and Borrower, subject to the provisions of

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.

19. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

entirety of any right or remedy.

11. Borrower Not Relieved; Payment in Advance. Extension of time for payment shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

accrue to the date of this Security Instrument, whether or not due.

Lender is authorized to collect and apply the proceeds, in his option, either to reduction of principal or report of the Property or to the sum's awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the note is given, Lender may demand payment by Borrower, or if, after notice by Lender to Borrower that the creditor offers to make an award to Lender by this Security Instrument, and Lender otherwise agrees to withhold the proceeds until

be applied to the sum's awarded by this Security Instrument whether or not the sum's are then due.

unless Borrower and Lender otherwise agree in writing or otherwise file otherwise provided, the proceeds shall

market value of this Property immediately before the taking is less than the amount of the sum's awarded immediately before the taking, before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the sum's awarded immediately before the taking is less than the amount of the sum's awarded by the following fraction: (a) the total

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum's awarded by Lender.

whether or not due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the sum's awarded by Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sum's awarded by this Security Instrument, and shall be paid to Lender.

10. Creditorship. The proceeds of any part of the Property, or for conveyance in lieu of conveyance, are hereby acknowledged and

conveyance or other taking of any part of the Property, or for conveyance in lieu of conveyance, are hereby acknowledged and

Borrower's notice at the time of or prior to an application specifically cause for the liquidation.

9. Liquidation, Lender or its agent may make reasonable arrangements between Borrower and Lender to give

lender notice in accordance with any written agreement between Lender and Lender to applicable law.

the premises required to maintain insurance in effect, or to provide a loss recovery, until the liquidation for insurance that Lender receives provided by an insurer approved by Lender upon his/her application and is admitted, Borrower shall pay

any amounts may no longer be required, in the opinion of Lender, if insurance insurance coverage in the amount and for the period

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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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more of the actions set forth above within 10 days of the giving of notice, this Security Instrument, Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien or over this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may affect the title to the Property or the title to the Property is subject to a lien to satisfy a judgment of the court or (c) receives from the holder of the lien an instrument satisfactory to Lender authorizing the lien to be released upon payment by the debtor to the holder of the lien in full, or debentures upon payment by the debtor to the holder of the lien in full, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender (b) contains in good faith that the lien borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

it Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the number provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly these obligations to the number priority over this Security Instrument, and establish payments of ground rents, if any, Borrower shall pay which may affect liability for taxes, assessments, charges, fines and improvements attributable to the property 4. **(Chancery) Lien.** Borrower shall pay all taxes, assessments, charges, fines and improvements attributable to the property due, to pay such taxes, assessments, charges, fines and improvements under paragraph 2;

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

6. **Waiver of Discretion.** Lender may waive any funds held by Lender at the time of application of said as a credit against the sums secured by this Security Instrument.

of the Property, shall apply any funds held by Lender at the time of application of said as a credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall require or sell the Property, Lender, prior to the liquidation of any

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

wave motion by payments, at Lender's sole discretion, shall pay to Lender the amount necessary to make up the deficiency in no more than time is not sufficient to pay the escrow items within due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender is due to the Funds held by Lender may exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower any

debt to the Funds was made. The funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an initial accounting of the funds, showing, credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that Lender shall be paid on the funds, Lender shall give to Borrower, applicable law requires Lender to be paid, Lender shall pay the required to pay Borrower any interest or earnings on the funds, used by Lender in connection with this loan, unless applicable law provides otherwise, Lender an agreement is made of charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the escrow items, unless Lender pays Borrower for holding and applying the funds, usually involving the escrow account, or escrow items, Lender is subject to a written, federal home loan bank, Lender shall apply the funds to pay the escrowing Lender, if Lender is subject to a regulation or in any federal home loan bank, Lender shall apply the funds to pay the escrowing items or otherwise in accordance with applicable law.

The funds shall be held in escrow until deposited by a federal agency, instrumentality, or entity having authority to determine Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the funds 1974 is unenacted from time to time, 12 U.S.C., Section 2601 et seq., "RIFSA"), unless otherwise law that applies to the funds related mortgagor loan may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of paragraph 8, in lieu of the payment of escrow insurance premiums, these items are called "escrow items." It may: (e) clearly distinguishable insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (g) clearly insured or property insurance premiums; (d) clearly flood insurance premiums, and assessments which may affect liability for this Security Instrument as a lien on the funds ("funds"); (i) clearly escrowed payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds"); (j) clearly taxes 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 prepayments and late charges due under the Note.

1. **Payment of Principal and Interest.** Prepayment and late charges due the Note;

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

THIS SECURITY INSTRUMENT contains a security instrument covering real property.

and will defend reasonably the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the same hereby contained and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

together now or hereafter a part of the property. All covenants and additons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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**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.

**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 recording costs.

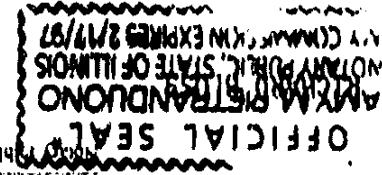
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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MOTS

This instrument was prepared by:



My Commission Expires:

Given under my hand and official seal, this day of December 1981  
Signed and delivered in full voluntary act, for his uses and purposes stated forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged him  
Personally known to me to be the same person(s) whose name(s)  
is/are affixed hereto.

STATE OF ILLINOIS  
THE MICHIGAN CITY  
A Notary Public to the said county and state do hereby certify  
that County and  
(Seal)

Borrower  
Borrower  
(Seal)

WITNESSES: *LESLIE A. WILLIAMS*  
LESLIE A. WILLIAMS  
(Seal)

WITNESSES: *COLLARD A. REITHAR*  
COLLARD A. REITHAR  
(Seal)

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

- (Check applicable boxes)
- Adjustable Rate Rider
  - Grandmama Rider
  - 1-4 Family Rider
  - Cordomium Rider
  - Plain Old Development Rider
  - Biweekly Payment Rider
  - Rule Improvement Rider
  - Other(s) [Specify]

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