

**UNOFFICIAL COPY**

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to transfer possession of the property to the Purchaser.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and **all fixtures,** rents, royalties, minerals, oil and gas rights and profits, water rights and stock and all leases now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Agreement.

which has the address of 10031 N. BROADWAY, APT. 203, CHICAGO,  
ILLINOIS. ZIP CODE 60628. PROPERTY ADDRESS 10031 N. BROADWAY, APT. 203, CHICAGO,  
ILLINOIS. ZIP CODE 60628.

1996年1月1日

TAX TH#25-10-464-011

1. BEING A SUBDIVISION OF THE EAST 1/3 OF THE SOUTHWEST 1/4, AND PART OF THE SOUTHWEST 1/4, LIVING WEST OF MILLINION CENTRAL DIVISION, ON SECTION 10, TOWNSHIP 37 NORTH, RANGE 1A, EAST OF THE THIRD SECTIONAL MERIDIAN, IN GOOD COUNTY, ILLINOIS.

Project the security of this Security Instrument and (5) the predecessor of Browne's executors and administrators under this Security Instrument and the Note. For this purpose, Browne does hereby acknowledge, from and convey to Lessor the following described property located in County, Illinois:

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 called due and payable on DECEMBER 1, 1977.

Dollars U.S. S 90,450.00

([jänder]). However, owing to the principal sum of

which is organized and existing under laws of the District of Columbia, and whose address is 915 M, 175TH ST., SUITE 1A, HOMEBWOOD, IL, 60430, and whose telephone number is 940-70374.

*AMERICAN STATESMAN*, NEW YORK, N.Y., APRIL 10, 1861.

ADRIANNE D. LARSON, A. SALTISER  
140011 TRAN 8536 12/06/93 1610  
40938 4-93-99304  
6536 SOUTH ST., LAWRENCE, CHICAGO, ILLINOIS 60637  
COUNTY RECORDER

This Model #6 ("Security Instrument") is given on **EXPIRATION DATE 18TH APRIL 1993**. DEPT-01 RECORDING  
The Manufacturer is **AMERICAN SECURITY INSTRUMENT CO., INC.**, 1000 BROADWAY,  
NEW YORK, NY 10018. The Distributor is **AMERICAN SECURITY INSTRUMENT CO., INC.**, 1000 BROADWAY,  
NEW YORK, NY 10018.

**FHM93041** 93993041 STYLIC OULTRASOFT

THIS DOCUMENT IS BEING RECORDED TO DELETE UNIT #.

2-67 06/12/2010 9208 18999 CONNELL, ROBERT

**94070974** 9 8 9 9 3 0 9

SONETTU AD OLVIS

## INTERCOUNTY TITLE

33-11000-2

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**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgagee insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

### **3. Application of Payments.**

**FIRST**, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note; EXPENSES, to collection of the principal.

**FOURTH**, to amortization of the principal of the Note;  
**FIFTH**, to the payment of interest on the Note.

**ELD**, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by flood to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. 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 the Secretary determines this requirement would cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

**7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

bottom layer has not exceeded any prior assessment limit of the rents and has not had any additional cost imposed to prevent further encroachment or any prior assessment limit of the rents and has not had any additional cost imposed to prevent further encroachment.

If Lender gives notice of pre-acceleration to Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument (b) (Lender shall be entitled to Lender only, to be applied to the rents of the sum secured by the Property and (c) of each rental of the Property shall pay all rents due and unpaid to Lender and receive all of the rents of the Property; and (d) each rental of the Property shall pay all rents due and unpaid to Lender or Lender's agent or Lender's attorney to the demand of Lender.

16. Assignment of rents. However notwithstanding assignments and transfers of the properties, Renter shall remain liable to Lender for Lender's expenses and damages of the breach of any covenant or agreement made by him.

**Blowwater still be given the standard course of Old Scotch whisky**

**14. Governing Laws; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located, such conflict of law provisions of this Security Instrument and the Note are can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are

13. Notices. Any notice to Barracuda provided for in this Secondry Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be deemed to have been given when delivered to the addressee's address listed below or to any other address listed by the addressee under designations by him given to Barracuda. Any notice provided for in this Secondry Instrument shall be deemed to have been given to Barracuda or to him given to him as provided in this paragraph.

12. Successors and Assigns Clause; Joint and Several Liability; C-Suites. The successors and assigns of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security instrument.

11. Borrower Not Responsible for damage by Fire and Water Extension of the time of payment of difference of amortization of the sum secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest from the obligation to pay the principal amount of the note and interest thereon as provided in the note.

**10. Remittances** Borrows will have a right to be remitted if Lender has required immediate payment of his debt or his Note or this Security instrument. This right applies even though the amount of proceeds received by Borrower is less than the amount due under the Note or this Security instrument due to the remittance of the Note or this Security instrument.

(d) **Requisitions of UUD Secretary.** In many circumstances, requisitions issued by the Secretary will fulfil Lender's liability, in the case of payment default, to provide immediate payment to him and therefore it will be necessary to issue a memorandum detailing, in simple terms, the amount of money required to be paid to the Secretary. In such cases, the Secretary will be entitled to receive payment from the Lender as soon as possible after the date of issue of the memorandum.

(e) **Requisition of Notary.** If the Secretary does not authorise payment to him and therefore it will be necessary to issue a memorandum detailing, in simple terms, the amount of money required to be paid to the Secretary, he will be entitled to receive payment from the Lender as soon as possible after the date of issue of the memorandum.

(f) **Requisition of Notary and Lender.** If the Secretary does not authorise payment to him and therefore it will be necessary to issue a memorandum detailing, in simple terms, the amount of money required to be paid to the Secretary, he will be entitled to receive payment from the Lender as soon as possible after the date of issue of the memorandum.

(g) **Requisition of Notary and Lender under the Royal Charter.** If the Secretary does not authorise payment to him and therefore it will be necessary to issue a memorandum detailing, in simple terms, the amount of money required to be paid to the Secretary, he will be entitled to receive payment from the Lender as soon as possible after the date of issue of the memorandum.

(h) **Requisition of Notary and Lender under the Royal Charter and Royal Warrant.** If the Secretary does not authorise payment to him and therefore it will be necessary to issue a memorandum detailing, in simple terms, the amount of money required to be paid to the Secretary, he will be entitled to receive payment from the Lender as soon as possible after the date of issue of the memorandum.

(ii) All or part of the Property, or a beneficial interest in it or the sums due thereunder by this Security instrument, together with the interest of the Debtor in it, is sold otherwise than by the Debtor, and

(iii) The Property is not occupied by the Purchaser or lessee as his or her principal residence, or the Purchaser purports to sell the Property to another person, or the Purchaser does so occupy the Property but has or had credit in his or her name with a third party, or the Purchaser has been approved in accordance with the requirements of the Security.

(c) No Waiver. If circumstances occur that would permit Lender to waive its rights with respect to subsection (a), Lender does not waive its rights with respect to subsection (b).

(d) Surety without Credit Approval. Lender shall, if permitted by applicable law and within the period approved by the surety instrument, or on the due date of the next monthly payment required by this Security Instrument prior to the date by which any monthly payment required by this Security Instrument is due, or on the due date of the next monthly payment required by this Security Instrument, or before or during the period of forty days, to perform any other obligations contained in the surety instrument.

9. **Proceeds**. Lender may collect fees and charges authorized by the Secretary.

payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. **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.

19. **Waiver of Homestead.** Borrower waives all rights of homestead exemption in the Property.

**Riders to this Security Instrument.** Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. [Check applicable boxes].

Condominium Rider

Graduated Payment Rider

Growing Equity Rider

Planned Unit Development Rider

Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*Valerie Gerlach* (Signature) (Seal)  
Borrower  
AT&T 10001 8112 11

*Valerie Gerlach* (Signature) (Seal)  
Borrower

*Valerie Gerlach* (Signature) (Seal)  
Borrower

*Valerie Gerlach* (Signature) (Seal)  
Borrower

STATE OF ILLINOIS,

County ss:

I, *Valerie L. Gerlach*, Notary Public in and for said county and state,

do hereby certify that *Adrienne D. Wilson, Jr., Esq., ACP* personally known to me to be the same persons) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *Adrienne D. Wilson, Jr., Esq., ACP* signed and delivered the said instrument *Adrienne D. Wilson, Jr., Esq., ACP* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

16 day of *July*, 2007, at *Matteson, IL*.

My Commission expires:

*Valerie L. Gerlach*  
Notary Public

This instrument was prepared by:

*American States Mutsare Inc*

(Name)

*915 W. 175th St*

(Address)

"OFFICIAL SEAL"  
Valerie L. Gerlach  
Notary Public, State of Illinois  
My Commission Expires 6/10/06

*Homewood IL  
60430  
Ste 2-W*

MAIL TO: INDEPENDENCE ONE MORTGAGE CORP.  
600 HOLIDAY PLAZA DRIVE  
SUITE 505  
MATTESON, IL 60443-2237

ATTN: SUE ANDERSON

