

94126905

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 28TH, 1994
The mortgagor is WILLIAM T. GARRITY AND MARIE E. GARRITY HIS WIFE

("Borrower"). This Security Instrument is given to
FINANCIAL FEDERAL TRUST AND SAVINGS BANK OF OLYMPIA FIELDS
which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is
21110 S. WESTERN AVENUE, OLYMPIA FIELDS, IL. 60461

("Lender"). Borrower owes Lender the principal sum of
TWENTY-FOUR THOUSAND TWO HUNDRED AND 00/100
Dollars (U.S. \$ 24200.00). 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
MARCH 1ST, 2004 . 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 86 IN BOGAN MANOR, BEING A SUBDIVISION OF THE PART OF THE NORTH
EAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CF 71338 181

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P.I.N. #19-34-200-005-0000

DEPT-01 RECORDING \$27.50
T0011 TRAN 9889 02/08/94 11:28:00
45344 * -94-126905
COOK COUNTY RECORDER

which has the address of 7935 S KEELER AVE CHICAGO (City)
[Street]
Illinois 60652 ("Property Address"):
[Zip Code]



ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
(FEAS 1876 (8/202)

4800073012

27.50

Form 3014 - 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call 1-800-500-9993 or FAX 416-291-1191

FML93001521

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Form J014 9700 (page 5 of 6 pages)

MAIL TO FINANCIAL FEDERAL TRUST & SAVINGS BANK
1401 N. LARKIN AVE.
JOLIET, IL 60435

Address

Name

ANISSA M. RUSTHOVEN

This instrument was prepared by

My Commission Expires 7/23/94
Notary Public, State of Illinois
Cynthia R. Withall
OFFICIAL SEAL

Notary Public

Cynthia R. Withall

Given under my hand and official seal, this

28TH day of JANUARY 1994

both

and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set

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

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

WILLIAM T. GARRITY AND MARIE E. GARRITY HIS WIFE

do hereby certify that

a Notary Public in and for said county and state,

County ss:

COOK

STATE OF ILLINOIS,

THE UNDERSIGNED

Borrower

MARIE E. GARRITY

(Seal)

Marie E. Garrity

Borrower

Borrower

WILLIAM T. GARRITY

(Seal)

William T. Garrity

(Seal)

Witness

Witness

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

(Others) (Specify)

Balloon Rider

Graduated Payment Rider

Adjustable Rate Rider

Rate Improvement Rider

Planned Exit Development Rider

Condominium Rider

Second Home Rider

Biweekly Payment Rider

1-4 Family Rider

[(Check applicable boxes)]

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.

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Property of Cook County Clerk's Office

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, material 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.

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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

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

4. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach to the Security Instrument, and Lender shall pay all taxes, assessments, charges, fees and impositions attributable to the

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 any sums payable under

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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