

PREPARED BY:  
UNITED CAPITAL CORP.  
WESTCHESTER, IL 60154

# UNOFFICIAL COPY

94178462

RECORD AND RETURN TO:

UNITED CAPITAL CORPORATION  
10001 DERBY LANE-SUITE 150  
WESTCHESTER, ILLINOIS 60154

94178462

*Space Above This Line For Recording Data*

## MORTGAGE

3643855. THIS SECURITY INSTRUMENT IS MADE AND EXECUTED AS A MORTGAGE ON THE PROPERTY DESCRIBED IN PARAGRAPH 7 HEREIN, IN COOK COUNTY, ILLINOIS.

THIS MORTGAGE ("Security Instrument") is given on JANUARY 14, 1994 by LANCE D. ERMON AND TRACY Y. ERMON, HUSBAND AND WIFE

hereinafter referred to as "Borrower",

DEBT-OF RECORDING

\$31,50

("Borrower"). This Security Instrument is given to UNITED CAPITAL CORPORATION,

COOK COUNTY RECORDER

hereinafter referred to as "Lender",

94178462

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 10001 DERBY LANE-SUITE 150 WESTCHESTER, ILLINOIS 60154 ("Lender"). Borrower owes Lender the principal sum of SIXTY SEVEN THOUSAND FIVE HUNDRED Dollars (U.S. \$ 67,500.00).

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 FEBRUARY 1, 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, in the town of HAZELCREST, in the state of Illinois: LOT 388 IN HAZELCREST HIGHLANDS THIRD ADDITION, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE WEST 1/3 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OR THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28 26 Y05-08 Y

which has the address of 3429 WOODWORTH, HAZELCREST, Illinois 60429 ("Property Address");

Street, City,

Zip Code

DFA 1088

Form 301A \$0.00

ILLINOIS Single Family-Family Freddie Mac, UNIFORM INSTRUMENT

GRILL (0101)

VMF MORTGAGE FORMS (313)293-8100 • (800)623-2281

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3/94

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Form 301a  
DPA 1980

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(Form 301a) 1980

portion of the actions set forth above within 10 days of the giving of notice.  
This Security Instrument, Leader may give Borrower a notice identifying the lien or take one or  
this Security Instrument, if Leader determines that any part of this Property is subject to a lien which may affect the title to the property or to any encumbrance over  
any other portion of the title or (e) severs from the holder of the lien an interest and title to prevent the transfer of the title to the lender's option or otherwise to prevent the  
lien, or depleads any action or proceeding of the lien in, legal proceedings which in the lender's opinion appears to prevent the  
writings, or the signature of the obligee is secured by the lien in a manner incapable to render (b) contains in good faith the lien  
Borrower shall pay any fees which this Security Interest and fees Borrower:

If Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts verifying the payments.  
to the person owing payment, Borrower shall promptly furnish to Leader all notices of summons to be paid under this paragraph.  
these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly  
which may affect this Security Interest and thereafter, and thereafter pay them on time directly  
4. Charges: fees. Borrower shall pay all taxes, assessments, charges, fines and impositionsutable to the Property  
third, to recover due bonds, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied first, to any payment charges due under the Note; second, to attorney's fees due under paragraph 2;  
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph  
this Security Interest:

of the Property, shall apply any funds held by Lender in the time of application of such as it deems necessary to make by  
funds held by Lender, if, under paragraph 2, Lender shall receive or sell the Property, Lender, prior to the application of any  
upon payment in full of all sums secured by this Security Interest, Lender shall receive only payment to Borrower any  
overdue monthly payments, at Lender's sole discretion.

that pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than  
time is not sufficient to pay the escrow items when 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 any  
of the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall receive only payment to  
such pay to the funds are pledged as additional security for the funds secured by this Security Interest.

depth to the funds was made. The funds are pledged as additional security for all sums secured by this Security Interest.

Leader may estimate the amount of funds due on the basis of current data and reasonable estimates of expenses of future  
sets a lesser amount, if, in any time, Lender may, at any time, collect and hold funds in an amount not to exceed the funds  
1974 is intended for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of  
related mortgages for any reason to be paid, Lender shall real estate to the maximum a leader for a reasonably  
Leader may, at any time, collect and hold funds in an amount not to exceed the maximum real estate tax reporting service.  
a charge. However, unless Lender may require to pay a one-time charge for an independent real estate tax reporting service,  
verifying the funds, unless Lender may apply to the funds, similarly understanding the escrow account, or  
escrow items. Lender may not charge because for holding and applying to make such:  
including Lender, if Lender is sued in connection with these funds, Lender shall apply the funds to pay the  
The funds shall be held in a institution whose deposits are insured by a federal agency, insurability, or entity.

Borrower items or otherwise to accordance with applicable law.

Leader may estimate the amount of funds due on the basis of current data and reasonable estimates of expenses of future  
sets a lesser amount, if, in any time, Lender may, at any time, collect and hold funds in an amount not to exceed the funds  
1974 is intended for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of  
related mortgages for any reason to be paid, Lender shall real estate to the maximum a leader for a reasonably  
Leader may, at any time, collect and hold funds in an amount not to exceed the maximum real estate tax reporting service.  
the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items,"  
it may: (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with  
and assessments which may affect this Security Interest as a lien on the Property; (b) yearly flood insurance premiums,  
Leader on the day immediately preceding the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes  
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to  
permitted of and incurred on the debt evidenced by the Note and any payment and late charges due under the Note.

1. Payment of Principle and Interest: Prepayment and Late Charges. Borrower shall pay when due the

(NIGHT) COVENANTS. Borrower and Lender covenant and agree as follows:

variations by Lender to constitute a valid and enforceable agreement covering real property.

THIS SECURITY INSTRUMENT combines instruments for avoidance and non-enforcement covariant with limited

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

BORROWER (DISHANT) that Borrower is lawfully seized of the entire hereby conveyed and has the right to mortgagage,

intestacy now or hereafter a part of the property. All covenants and conditions shall also be covered by this Security

COHEIR WITH all the improvements now or hereafter erected on the property, and all easements, implications, and

**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, gives 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

DPS 1081  
Form 303A 9/90  
*See page 10 for additional terms and conditions.*

**GRILL (1010)**

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This document contains neither legal advice nor a legal opinion. It is not a substitute for legal advice. You should consult an attorney before acting on anything in this document.

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*(Signature)*  
Form 301A Q100  
Date 19/08/2023

Date 19/08/2023

Date 19/08/2023

16. Borrower's Lien.  
Notarised and sworn copy of the Note and of this Security Instrument.

17. Security Interest.  
In accordance with the Statute of Limitations, the parties and the successors of this Security Instrument and the Note will be entitled to sue against the Borrower for the amount unpaid and the interest due, if he fails to pay or defaults in any manner under the Note or this Security Instrument or any other instrument or agreement between them; and the Note will be valid until payment in full of all amounts due to the Borrower by the Borrower or his heirs, executors, administrators, successors, assigns, and personal representatives, and the Note will not be affected by any assignment, transfer or other disposition of the Note or this Security Instrument by the Borrower.

18. Governing Law.  
This Security Instrument shall be governed by the law of the State of New York or the law of the State in which the Borrower resides, whichever law is more favorable to the Landlord.

19. Notice.  
Any notice to the Landlord shall be given in writing and shall be effective when delivered to him.

20. Preparation Under Note.  
If a Landlord makes payments principal, the reduction will be treated as a partial prepayment without any payment to the Borrower. In order to make this reduction by reducing the principal owed under the Note or by reducing a debt due to the Borrower, the Landlord may do either of the following:  
(a) make a partial payment of the principal owed under the Note; and (b) pay amounts previously collected from the Borrower which exceed the amount due under the Note; (c) make a change in the terms of the Note; and (d) make a change which does not affect the Borrower's obligation to pay the amount necessary to reduce the amount due under the Note; and (e) agree, that Landlord and any other Borrower or his heirs, executors, administrators, successors, assigns, and personal representatives shall be liable to the Landlord for payment or enforcement of the Note.

21. Loan of Funds.  
If the Landlord receives any payment made by the Borrower, it shall be held in trust for the benefit of the Borrower until the date of the final settlement of the Note.

22. Successors and Assigns.  
Successors and Assignees and successors and assigns of Landlord and Borrower, jointly ("Assignees"), shall have the same rights and obligations as the original Landlord and Borrower with respect to this Note and this Security Instrument, and shall be bound and held to the Note and this Security Instrument.

23. Extension of Note.  
The due date of the Note is hereby extended by one year, unless otherwise agreed.

24. Borrower Not Released.  
Landlord, upon receipt of payment referred to in paragraphs 1 and 2 or change in ownership, may apply the proceeds to payment for模擬試卷 of this Note and thereafter to any subsequent note or extension of this Note.

25. Successors and Assigns.  
Successors and Assignees of the Note and Borrower, whether or not extended or otherwise, shall be bound and held to the Note.

26. Award of Settlement.  
If the Note is satisfied and paid, or otherwise terminated, either to reversion or reversion of the Note or to the successor of the Note or to settle a claim for damages, Borrower shall be paid within 30 days after the date the Note is given, unless otherwise provided by the Note.

27. Condition of Note.  
Unless the Note is satisfied and paid, or otherwise terminated, the Note or Noteholder shall be liable to the Noteholder to the amount of the Note.

28. Settlement of Note.  
Unless otherwise provided in the Note or Noteholder, the Noteholder may demand payment of the Note or Noteholder to the Noteholder at any time and may do so at any time prior to the Noteholder's death, unless otherwise provided by the Note or Noteholder.

29. Condition of Note.  
Unless the Note is satisfied and paid, or otherwise terminated, the Noteholder may demand payment of the Note or Noteholder to the Noteholder at any time and may do so at any time prior to the Noteholder's death, unless otherwise provided by the Note or Noteholder.

30. Condition of Note.  
Unless the Note is satisfied and paid, or otherwise terminated, the Noteholder may demand payment of the Note or Noteholder to the Noteholder at any time and may do so at any time prior to the Noteholder's death, unless otherwise provided by the Note or Noteholder.

31. Condition of Note.  
Unless the Note is satisfied and paid, or otherwise terminated, the Noteholder may demand payment of the Note or Noteholder to the Noteholder at any time and may do so at any time prior to the Noteholder's death, unless otherwise provided by the Note or Noteholder.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or my 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. These 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 ensure 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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DIS 1094

Form 301A 9/90

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Form 301A 9/90

This instrument was prepared by:

My Commission Expires:

Given under my hand and affixed seal, this  
signed and delivered the said instrument as **THEIR** free and voluntary act, for the use and purpose aforesaid.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
personally known to me to be the same person(s) whose name(s)

and LANCE D. BRMON AND TRACY Y. BRMON, HUSBAND AND WIFE  
Nancy publice in aid for said county and state do hereby certify  
(County of) **Cook** (Date) **2008**

-Borrower  
(Seal)-Borrower  
(Seal)-Borrower  
(Seal)TRACY Y. BRMON  
Nancy-Borrower  
(Seal)LANCE D. BRMON  
Nancy

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in the Security Instrument and  
in any addenda attached to this instrument and recorded herein.

1. Admissible Rider  Planned Unit Development Rider  Rate Improvement Rider  Rate Impairment Rider  Second Home Rider  Other(s) [Specify]
2. Standard Promised Rider  **V.A. Rider**  Ballot Rider  **VA Rider**

3. **These applicable boxes**  
Security Instruments and Addendums of this Security Instrument as of the rider(s) were a part of this Security Instrument.  
the above and agreements of each such rider shall be incorporated into and shall amend and supplement