

UNOFFICIAL COPY

912241072

94-0540

[Space Above This Line For Recording Date]

LOAN NUMBER 0000808204

MORTGAGE

MARCH 4TH

THIS MORTGAGE ("Security Instrument") is given on,
1994..... The mortgagor is SYLVESTER BREWER AND JANA E. BREWER, HIS WIFE, AS JOINT TENANTS
CONTINMORTGAGE CORPORATION..... ("Borrower"). This Security Instrument is given to, which is organized and existing
under the laws of THE STATE OF DELAWARE....., and whose address is,
119 WITMER ROAD, CEDAR CREEK CORPORATE CENTER, HORSHAM, PA 19044..... ("Lender").
Borrower owes Lender the principal sum of EIGHTY NINE THOUSAND SIX HUNDRED SEVENTY FIVE & 00/100
Dollar (U.S. \$ 89,675.00....). 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 4TH, 2010..... 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 prop-
erty located in, COOK County, Illinois:

SEE EXHIBIT A ATTACHED.

DEPT-01 RECORDING 135.50
10003 TRAN 5068 03/11/94 10:55:00
1994 4-224072
COOK COUNTY RECORDER

912241072

35.50
2h

which has the address of 8136 S. GRANDON AVE....., CHICAGO.....,
(Street) (City)

Illinois 60617..... ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,
and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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5. Standard of 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 of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier 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.

4. **Chargers; Liens.** Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the property which may affect Security Instrument, and each hold payments, if any. Borrower shall pay priority over other persons who make payments directly to the person owed payment, promptly furnish to Lender a notice of amounts to be paid on time directly to the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender evidence of payment.

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 charge due under the Note; second, to amounts payable under paragraph 2; third, to interest, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums accrued by this instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 2, Lender shall be liable for all or any portion of the sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the amounts received by Lender.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the regulations of applicable law. If the amount of the Funds held by Lender exceeds monthly payments, at Lender's sole discretion, Borrower shall make up the deficiency in any time it has sufficient to pay the Escrow items and due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in the event Lender fails to make up the deficiency.

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

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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 any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an 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 secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge, collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security 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 directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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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

7. Protection of Lander's Rights in the Property. If Berto gets fails to perform the covenants and agreements merged in writing, concluded in this Security Instrument, or there is a legal proceeding that may sign judicially affect Lander's rights in the Property (such as a proceeding in bankruptcy, probate, far condemnation or forfeiture or to enforce laws or regulations), then Lander may do and pay for whatever is necessary to protect, far condemnation or forfeiture or to enforce laws or regulations, which Lander may do and secure any sums necessary to make reparation to the Proprietor over this Security Instrument, appearing in court, actions may include paying reasonable attorney fees and entering on the Property to make repairs. Allowing it under may take action under paying reasonable attorney fees and entering on the Property to make repairs. Allowing it under may take action under

Unlessas Lender and Borrower 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.

Ladies & Gentlemen and Borrower and Lender and Insurer agree in writing, insurance proceeds shall be applied to restoration or repair of the Property otherwise agreed, 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 units secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard nonnegotiable clause. Lender shall have the right to hold the policies and renewals if Lender requires. Borrower shall promptly give notice to the insurance carrier and of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and addenda may make need of loss if all made available by Borrower.

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LOAN NUMBER 0000808204

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. [Check applicable box(es)]

- | | | |
|--------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | | |

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

Witnesses:

Karen M. [Signature]

Sylvester Brewer
SYLVESTER BREWER.....(Seal)
--Borrower

Social Security Number... 348409475
Jana E. Brewer
JANA E. BREWER.....(Seal)
--Borrower

Social Security Number... 322446751

[Space Below This Line for Acknowledgment]

UPON RECORDING, PLEASE RETURN TO:

CONTIMORTGAGE CORPORATION
CEDAR CREEK CORPORATE CENTER
149 WITMER RD, HORSHAM, PA 19044

(215) 956-0770



94224072

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2020 RELEASE UNDER E.O. 14176

(selected to fit 5' offset) 2000 1000 500

2021-10-10 10:50

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos; lead-based paint; mercury; amalgamable or toxic peritoneum products; organic pesticides and herbicides; volatile solvents; materials containing asbestos or radon; 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.

Borrower shall promptly give lender written notice of any investigation, claim, demand, lawsuit or other action by any borrower's agent or attorney of private law involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If it is notified by any government authority that any Borrower shall take all necessary remedial actions in accordance with Environmental Law.

20. Hazardous substances, dangerous substances, or articles shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances, dangerous substances, or articles that will violate any provision of the Environmental Protection Agency's Resource Conservation and Recovery Act, the Resource Conservation and Recovery Act of 1990, or any other environmental laws, rules, regulations, or orders.

18. Borrower's Right to Redemptions. If Borrower meets certain conditions, Borrower shall have the right to have an acceleration 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 enjoining this Security Instrument. Those conditions are that Borrower: (a) pays 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 covariance or agreement; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lender may reasonably require to remove the title defect; and (e) pays attorney fees and Borrower's合理费用 (reasonable attorney fees and costs) to Lender for the collection of the note and this instrument.

reduced by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date of this Security Instrument.

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COMMITMENT FOR TITLE INSURANCE NO. 94000540

LEGAL DESCRIPTION

LOT 16 (EXCEPT THE NORTHERLY 16 FEET THEREOF) AND ALL OF LOT 17 -
IN BLOCK 1 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4
OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20-36-221-029

Commonly known as: 5136 S. CRANDON AVENUE, CHICAGO, IL

END OF SCHEDULE A.

94224072

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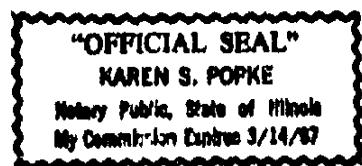
STATE OF ILLINOIS,

COUNTY ss:

I, Karen S. Popke, a Notary public in and for said county and state, do hereby certify that SYLVESTER D. BREWER AND JANA E. BREWER, HIS WIFE, AS joint tenants personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of March, 1994.

My Commission expires: 3/14/94



Karen S. Popke
Notary Public

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Property of Cook County Clerk's Office

