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RECORD AND RETURN TO:
COLONIAL NATIONAL BANK, USA
16875 WEST BERNARDO DRIVE, SUITE 100
SAN DIEGO, CALIFORNIA 92127



94335507

(Space Above This Line For Recording Data)

MORTGAGE

DEPT-01 RECORDING \$31.50
T#0011 TRAN 1254 04/14/94 13:53:00
\$5592 44-94-335507
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on
EDDIE WHITE and THERESA WHITE, HIS WIFE

April 8, 1994

The mortgagor is

("Borrower"). This Security Instrument is given to COLONIAL NATIONAL BANK, USA

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 16875 WEST BERNARDO DRIVE, SUITE 100, SAN DIEGO, CALIFORNIA 92127

("Lender"). Borrower owes Lender the principal sum of Forty-three thousand five hundred and NO/100 Dollars (U.S. \$ 43,500.00).

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 April 15, 2009. 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 208 IN DEWEY AND CUNNINGHAM'S SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #: 20-30-222-020

which has the address of
Illinois 60636

(Zip Code)

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 8/80

Amended 8/81

VMP MORTGAGE FORMS 18001523 7/201

7351 SOUTH PAULINA, CHICAGO
("Property Address")

(Street, City)



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Form 3014 8/80

DOCU-TECH, INC., V. FOX FOR
2 EAST 22ND STREET, SUITE 105
EQUITY TITLE CO. OF ILLINOIS, INC.
10 MICHIGAN, ILLINOIS 60611

This instrument was prepared by:

My Commission Expires:

Given under my hand and official seal, this 81st day of April, 1994

free and voluntary act, for the uses and purposes herein set forth,
signed and delivered the said instrument, appraised before me this day in person, and acknowledged that he is
subscribed to the foregoing instrument, appraised before me this day in person, and acknowledged that he is
personally known to me to be the same person(s) whose name(s)

I, EDDIE WHITE and THERESA WHITE, HIS WIFE
a Notary Public in and for said county and state do hereby certify
that EDDIE WHITE and THERESA WHITE, HIS WIFE
County Seal
COOK

Borrower
(Seal)

THERESA WHITE
Borrower
(Seal)

EDDIE WHITE
Borrower
(Seal)

Witnesses:
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.

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 boxes] Admitted Payne Rider Blended Line Development Rider Second Home Rider
 Grandminimum Rider Blended Family Rider Other [Specify]
 V.A. Rider Balloon Rider Blended Family Rider
 Other [Specify]

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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.

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

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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when 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 no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

Without damage to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. Interdiction, but not limited to, reasonable attorney fees and costs of title defense.

Proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided by this Security Instrument without further demand and may foreclose this Security Interest in full of all sums secured by this Security Instrument further demand and may require immediate payment in full of all sums before the date specified in the notice, Lender, at its option, may exercise the right to assert in the form Borrower of the right to retain title after acceleration and the right to sell further secured by this Security Instrument, for a reasonable sum above and sale of the Property. The notice shall further state the date specified in 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, for a reasonable sum above and sale of the Property.

(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

(f) a date, not less than 30 days from the date the notice is given to Borrower, by which the action required to cure the default is commenced under paragraph 17 unless

of any covenant of agreement in this Security Instrument that prior to acceleration nothing Borrower's branch

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NON-ENVIRONMENTAL COVENANTS

Borrower and Lender further covenant and agree as follows:

relative to health, safety or environmental protection.

this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that

protects and preserves, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, toxic

environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

as used in this paragraph 20, "Hazardous Substances," are those substances defined as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take action Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that

any removal or remediation of private party involving the Property and any Hazardous Substance affecting the property is necessary, Borrower shall promptly take

any action necessary to mitigate any damage to the Property, Borrower will do so, notwithstanding the effecting the

Hazardous Substances on or in the Property, Borrower will give Lender notice of any investigation, claim, demand, lawsuit or other action by any

residential uses and to mitigate the Property.

Property that is in violation of any Environmental Law. The proceeding two sections shall not apply to the presence, use, or

Hazardous Substances on or in the Property, Borrower shall permit the presence, use, disposal, storage, or retaining the

Hazardous Substances, Borrower shall provide Lender notice of any investigation, claim, demand, lawsuit or other action by any

inhabitation required by applicable law.

address of the new Lender and the address to which payments should be made. The notice will also contain any other

given written notice of the change in address with paragraph 14 above and applicable law. The notice will state the name and

of more changes of the Lender Service until notified to a sale of the Note. If there is a change of the Lender Service, Borrower will be one

as the "Lender Servicer," that comes monthly payments due under the Note and this Security Instrument. There also may be one

instrument may be sold one of the times without prior notice to Borrower. A sale may result in a change in the entity known

not apply in the case of acceleration under paragraph 17.

obligations secured thereby shall remain fully effective as if no acceleration had occurred. However, this right to mitigate shall

this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the

that the Lender of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by

including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure

ures any default of any other covenants; (c) pays all expenses incurred in enforcing this Security Instrument,

Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)

Securities instrument or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

agreement of this Security Instrument at any time prior to the earlier of: (a) 5 days for such other period as

Lender exercises this option, Lender shall have the right to have the right to have

permitted by this Security Instrument without further notice or demand on Borrower.

Securities instrument if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Instrument.

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

Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in the

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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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16. Borrower or shall be given one copy of this Note and of this Security Instrument.

15. Governing Law: 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 of this Security instrument 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

13. Notes. 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 otherwise required by law or if another method is used.

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 charges effected or to be effected in connection with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the loan charged the permitted limits; (b) any such loan charges shall be reduced from Borrower which exceeded the permitted limits and (c) any sums already collected from Borrower which exceeded permitted limits will be repaid to the borrower. Under any circumstances, the creditor may choose to make this repayment 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.

12. Successors and Assignees; Joint and Several Liability; Covenants Not to Compete. The covenants and stipulations 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 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 Delays 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 holder or Borrower's successors in interest. Lender shall not be required to release the liability of the original holder or Borrower's successors in interest if Lender in good faith believes that such action would violate any statute, regulation or rule of law.

Lender is authorized to collect, or to 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.

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 before the taking, unless Borrower and Lender otherwise agree in writing, 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 a part 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 by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing or unless the instrument provides otherwise, in writing. 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 by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing or unless the instrument provides otherwise, in writing. 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 by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing or unless the instrument provides otherwise, in writing.

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.

9. Lender shall give reasonable notices in the time of or prior to an inspection specifying reasonable cause for the inspection.

Payments made no longer be required, at the option of Landlord, if mortgage insurance coverage (in the amount and for the period that Landlord requires) provided by an insurer approved by Landlord again becomes available and is obtained, Borrower shall pay the premiums required to maintain insurance in effect, or to provide a less expensive, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.