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Mallard
Prepared by: EQ FINANCIAL INC
117 N JEFFERSON #100
CHICAGO IL 60661

DEPT-01 RECORDING \$31.50
T#0003 TRAM 2537 08/22/95 11:22:00
43837 + DC *-95-553199
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 8-17-95

The mortgagor is

SUSIE ADAMS WIDOWED AND NOT SINCE REMARRIED AND JANICE PARKS DIVORCED AND NOT SINCE REMARRIED AND CHRISTINE ADAMS ~~JANICE PARKS~~ AS JOINT TENANTS ALSO KNOWN AS CHRISTINE ADAMS HERNANDEZ ("Borrower"). This Security Instrument is given to EQ FINANCIAL INC

J.P.
S.A.
C.A.H.

which is organized and existing under the laws of ILLINOIS, and whose address is 117 N JEFFERSON #100 CHICAGO IL 60661

("Lender"). Borrower owes Lender the principal sum of

TWELVE THOUSAND AND 00/100-

Dollars (U.S. \$12,000.00).

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 8-12-2010. 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 property located in COOK County, Illinois:

LOT 258 IN F.H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 1, BEING A SUBDIVISION OF ALL OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF THAT PART OF THE SOUTHEAST 1/4 OF SAID SECTION 10, LYING WEST OF AND ADJOINING THE ILLINOIS CENTRAL RAILROAD (EXCEPTING THEREFROM THE NORTH 33.277 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

P.I.N. 25-10-326-018

ATI TITLE COMPANY
One TransAm Plaza Drive, Suite 500
Oakbrook Terrace, IL 60181

which has the address of 10206 S FOREST AVE CHICAGO
Illinois 60628 [Zip Code] ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Initials: *[Signature]* Amended 5/91
VMP 2006 (IL) 19502 Printed on Recycled Paper
Page 1 of 8 VMP MORTGAGE FORMS - (800)521-7281

[Street, City].



D.L.
C.A.H.

6672556

3/50

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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 constitutes a uniform security instrument for national use and non-uniform covenants which limited variations by jurisdiction to constitute a uniform covenant 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 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 for ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, 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" or otherwise in accordance with applicable law.

The Funds shall be held in an escrow account with those 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, unless Lender may not charge Borrower for holding the Funds, unusually analyzing the escrow account, or Escrow Items, unless Lender may not charge Borrower for holding the Funds, unusually analyzing the escrow account, or Escrow Items, unless Lender may agree in writing, however, that there 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 is used by Lender in connection with this loan, unless applicable law prohibits otherwise. Unless an agreement is made or agreed to by Lender, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service. However, Lender may require Borrower to pay Borrower any interest or earnings on the Funds, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debited to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. Borrower and Lender may agree in writing, however, that there 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 is used by Lender in connection with this loan, unless applicable law prohibits otherwise. Unless an agreement is made or agreed to by Lender, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service. However, Lender may require Borrower to pay Borrower any interest or earnings on the Funds, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower.

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 paid by Lender under paragraph 2; third, to interest due; fourth, to any late charges due under the Note.

4. Chargees; 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 arrears to be paid under this paragraph.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

This Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attain priority over the instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to a lien which may attain priority over the instrument, or (d) contains an opinion of counsel to prevent the Lender's or debtors' rights from being affected by the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien writing to the payee of the instrument of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in writing to the payee of the instrument of the obligation secured by the lien in a manner acceptable to Lender.

5. Power of Sale. Lender may sell the Property at public auction or by private sale, as Lender deems fit.

6. Subordination. Lender may subordinate the note and/or deed of trust to any other note and/or deed of trust.

7. Waiver of Marshalling. Lender waives the right to marshal the assets of the debtor.

8. Waiver of Subrogation. Lender waives the right to subrogate to the rights of the debtor.

9. Waiver of Right of First Recovery. Lender waives the right of first recovery.

10. Waiver of Right of Action. Lender waives the right to sue for the amount of the debt.

11. Waiver of Right of Setoff. Lender waives the right to set off the debt against any other debt.

12. Waiver of Right of Substitution. Lender waives the right to substitute the property for another.

13. Waiver of Right of Replevin. Lender waives the right to repossess the property.

14. Waiver of Right of Foreclosure. Lender waives the right to foreclose the property.

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

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 charges 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

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Form 364d, 9/90

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8. Mortgagee Insurance. If Lender requires mortgagee insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgagee insurance in effect, [] for any reason, the mortgagee insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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

Under 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 would be lessened, the insurance proceeds shall be applied to the sums required 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 non-liquidity 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 the extent of the sums secured by this Security Instrument under paragraph 21 the non-liquidity payments referred to in paragraphs 1 and 2 or the amount of the payments. If

option, obtain coverage in project Leader's rights in the Property in accordance with paragraph 7.

5. Hazard or Property Insurance. Borrower shall keep the insurance now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards 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. Borrower shall pay premiums covering the described above. Lender may, at Lender's option, sue on the premium notes for the amount due.

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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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 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. 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, 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

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My Commission Expires 11/19/96

"OFFICIAL SEAL" JOSETTE M. BAILLY

My Commission Expires:

Given under my hand and official seal, this
signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS
County of

(Serial) *Guadalupe Llano, Nuevo Leon* (Secal) Borrador de CHRISTINE AMMS -BORTWELL

JANICE PARKS -Bartrower
(Seal)

BY SIGNING BELOW, BOTTOWER AGREES TO THE TERMS AND AGREEMENTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BOTTOWER AND RECORDED WITH IT.

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

The convenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments of each such rider shall be incorporated into and shall amend and supplement

23. **Waiver of Homeestead.** Borrower waives all right of homestead exemption in the Property, without charge to Borrower; Borrower shall pay my recordation costs.

27. **Keypair**: Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument.

21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale

or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums

non-existence of a default or any other defect of Borrower to accelerate and foreclose.

(d) that failure to cure the defect specified in the notice may result in acceleration of the sums

(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

applicable law provides otherwise). The notice shall specify: (a) **the defaults;** (b) **the action required to cure the default;**

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