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Nations Title Agency of Illinois, Inc.
240 E. Janata Blvd. Ste. 300
Lombard, IL 60148

DEPT-01 RECORDING \$31.50
TRAN 2435 08/19/95 14:54:00
47949 J JF * 95-573793
COOK COUNTY RECORDER

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



MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 8-25-95

The mortgagor is

ROBERT M CLARK AND CELESTE E CLARK HIS WIFE AS JOINT TENANTS

("Borrower"). This Security Instrument is given to EQ FINANCIAL INC

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

THIRTY FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100---

Dollars (U.S. \$34,250.00)

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 8-30-2010

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 510 IN THE HAZEL CREST HIGHLANDS 8TH ADDITION, BEING A SUBDIVISION OF PART OF
THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.L.N. 28-26-203-022 VOL 33

which has the address of 3327 TULIP DR
Illinois 60429

HAZEL CREST
(Zip Code) ("Property Address").

(Street, City)

ILLINOIS Single Family FNMA FHLMC UNIFORM
INSTRUMENT Form 3014 9 90
Amended 5-91

2006(ILL)



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FOUR THREE 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. An appurtenance and addition shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Borrower hereby covenants, warrants, represents and agrees that the Property is subject to the lien which may attach to the property and that the Property is subject to the lien which may attach to the property and that the Property is subject to the lien which may attach to the property.

1. **Application of Payments.** This security instrument provides that all payments received by Lender under paragraphs 1 and 2 shall be applied first to any and all payments due under the Note, and to amounts due under paragraph 2, and then to the balance of the payments.

2. **Charges.** Lender, Borrower, and all persons claiming under the Note shall pay to Lender all charges, costs, and expenses incurred by Lender in connection with the making, issuing, and recording of the Note, and all charges, costs, and expenses incurred by Lender in connection with the making, issuing, and recording of this Security Instrument.

3. **Application of Payments.** This security instrument provides that all payments received by Lender under paragraphs 1 and 2 shall be applied first to any and all payments due under the Note, and to amounts due under paragraph 2, and then to the balance of the payments.

4. **Charges.** Lender, Borrower, and all persons claiming under the Note shall pay to Lender all charges, costs, and expenses incurred by Lender in connection with the making, issuing, and recording of the Note, and all charges, costs, and expenses incurred by Lender in connection with the making, issuing, and recording of this Security Instrument.

5. **Application of Payments.** This security instrument provides that all payments received by Lender under paragraphs 1 and 2 shall be applied first to any and all payments due under the Note, and to amounts due under paragraph 2, and then to the balance of the payments.

6. **Charges.** Lender, Borrower, and all persons claiming under the Note shall pay to Lender all charges, costs, and expenses incurred by Lender in connection with the making, issuing, and recording of the Note, and all charges, costs, and expenses incurred by Lender in connection with the making, issuing, and recording of this Security Instrument.

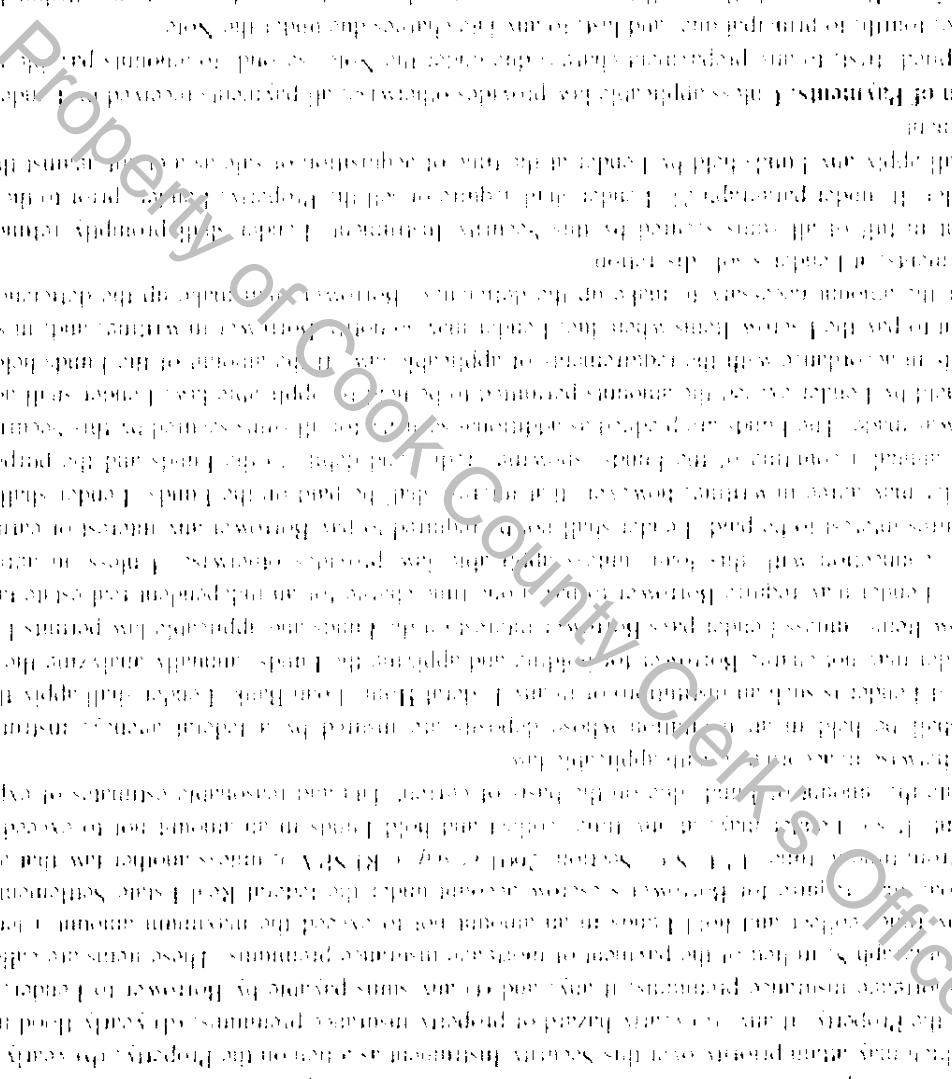
7. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, Borrower, and all persons claiming under the Note shall pay to Lender on the day in which payments are due under the Note, all taxes, assessments, and other charges, costs, and expenses which may be levied or assessed against the Property, and all charges, costs, and expenses which may be levied or assessed against the Property, and all charges, costs, and expenses which may be levied or assessed against the Property.

8. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the Note, and any expenses, charges, costs, and expenses incurred by Lender in connection with the making, issuing, and recording of the Note, and all charges, costs, and expenses incurred by Lender in connection with the making, issuing, and recording of this Security Instrument.

9. **Application of Payments.** This security instrument provides that all payments received by Lender under paragraphs 1 and 2 shall be applied first to any and all payments due under the Note, and to amounts due under paragraph 2, and then to the balance of the payments.

10. **Charges.** Lender, Borrower, and all persons claiming under the Note shall pay to Lender all charges, costs, and expenses incurred by Lender in connection with the making, issuing, and recording of the Note, and all charges, costs, and expenses incurred by Lender in connection with the making, issuing, and recording of this Security Instrument.

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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.

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 advise 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 3 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 reinstatement, 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

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14. **Notice:** Any notice to Borrower provided by the Security Instrument shall be given by delivery in person or by mailing to the last address for the Borrower provided by the Security Instrument. The notice shall be deemed to have been given by first class mail to the last address for the Borrower provided by the Security Instrument. The notice shall be deemed to have been given by first class mail to the last address for the Borrower provided by the Security Instrument.

15. **Loan Changes:** If the loan is to be changed by the Borrower, the Borrower shall give notice to the Lender in writing, which shall include the proposed changes to the loan. The Lender may require the Borrower to provide a copy of the proposed changes to the Lender. The Lender may require the Borrower to provide a copy of the proposed changes to the Lender. The Lender may require the Borrower to provide a copy of the proposed changes to the Lender.

16. **Successors and Assigns Bound:** The Borrower, the Lender, and the Security Instrument shall be bound by the terms of this Security Instrument and the terms of the Security Instrument. The Borrower, the Lender, and the Security Instrument shall be bound by the terms of this Security Instrument and the terms of the Security Instrument.

17. **Borrower Not Released:** The Borrower shall remain obligated to the Lender for the full amount of the loan, and the Lender shall not be released from its obligation to the Borrower. The Borrower shall remain obligated to the Lender for the full amount of the loan, and the Lender shall not be released from its obligation to the Borrower.

18. **Assignment:** The Borrower shall not assign the loan to any other party without the written consent of the Lender. The Borrower shall not assign the loan to any other party without the written consent of the Lender.

19. **Insurance:** The Borrower shall maintain adequate insurance on the property, and the Lender shall be named as a co-insured. The Borrower shall maintain adequate insurance on the property, and the Lender shall be named as a co-insured.

20. **Default:** If the Borrower fails to make payments as required by the Security Instrument, the Lender may declare the loan in default. If the Borrower fails to make payments as required by the Security Instrument, the Lender may declare the loan in default.

21. **Acceleration:** If the Borrower is in default, the Lender may accelerate the loan, and the Borrower shall be obligated to pay the full amount of the loan. If the Borrower is in default, the Lender may accelerate the loan, and the Borrower shall be obligated to pay the full amount of the loan.

22. **Waiver:** The Lender may waive any default by the Borrower, and the Borrower shall be obligated to pay the full amount of the loan. The Lender may waive any default by the Borrower, and the Borrower shall be obligated to pay the full amount of the loan.

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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 ten statements) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or the 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, and 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 attorney's 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:

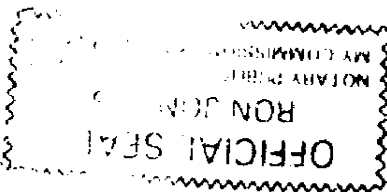
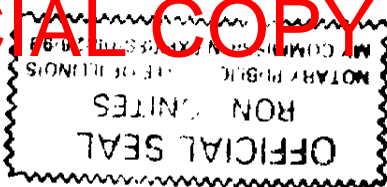
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraph 17 unless

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Form 3014 9 90

My Commission Expires

I, the undersigned, being a Notary Public duly qualified and sworn in the State of Illinois, do hereby certify that the foregoing instrument, appearing before me this day in person and acknowledged that he and the other party thereto, who are named therein, are the same persons whose names are subscribed to the same, and that they are duly qualified and sworn in the State of Illinois, and that the same is a true and correct copy of the original thereof, and that the same is a true and correct copy of the original thereof, and that the same is a true and correct copy of the original thereof.

STATE OF ILLINOIS
COUNTY OF COOK

Notary Public

Notary Public

Notary Public

Witnesses

BY SIGNING BELOW, Borrower, Lender, and Guarantor, together with the other parties named herein, acknowledge and agree to the terms and conditions contained in this Security Instrument and the documents executed by Borrower, Lender, and Guarantor, 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 riders were a part of this Security Instrument. If back applicable to this Security Instrument.

23. Waiver of Homestead. Borrower hereby waives all right of homestead and exemption in the Property.

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.

21. Including, but not limited to, reasonable attorney's fees and costs of title evidence.
20. Failure to cure the default: (a) 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; (b) 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; (c) if the default is not cured on or before the date specified in the notice, 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; (d) Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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Property of Cook County Clerk's Office