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95750680

Prepared by: R. RODRIGUEZ
CREDICORP, INC.
4520 W. LAWRENCE AVE.
CHICAGO, IL 60630

DEFT OF RECORDING \$31,50
110011 TRAN 9710 11/02/95 13:36:00
32579 : RM 4-95-750680
COOK COUNTY RECORDER

SELL
M&W

11/24/95

MORTGAGE

3130

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 30, 1995**. The mortgagor is

ESSIE MAE ROBESON A/K/A ESSIE MAE WRIGHT, DIVORCED NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to
CREDICORP, INC.

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **4520 W. LAWRENCE AVE., CHICAGO, IL 60630**

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

ONE HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED THIRTY SEVEN Dollars (U.S. \$ 125,737.00)

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 **NOVEMBER 3, 2020**. 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 7 IN BLOCK 2 IN P.W. HART'S SUBDIVISION OF BLOCKS 1 AND 2 OF ASHLAND SUBDIVISION (VACATED ALLEYS AND THE NORTH 7 FEET OF ST. CHARLES ROAD INCLUDED)
BRING A SUBDIVISION OF PARTS OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PIN #: 15-10-120-018

which has the address of

Illinois 60153

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 2014 9/90

Amended 6/91

2008(L) 0802

26 S. 17TH AVE.

(Zip Code) ("Property Address")

MAYWOOD

[Street, City]



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this Security Instrument. It is under determined that any part of the Property is subject to a lien which may attach prior to or during the existence of the Note, unless the holder of the Note has an agreement satisfactory to Lender's opinion prior to prevent the Lender's assignment of title to the Note, in legal proceedings whereby the Lender's opinion applies to prevent the Lender from doing so.

However, should property described as follows be sold prior to the payment of all amounts due under the Note, the Lender shall receive his proportionate interest in the proceeds of such sale, provided that the Lender shall receive his proportionate interest in the proceeds of any sale of the Property, if the Lender has an interest in the Property, and the Lender shall receive his proportionate interest in the proceeds of any sale of the Property, if the Lender does not have an interest in the Property.

4. **Charges.** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property and, to any late charges due under the Note.

5. **Acceleration of Payment.** Unless applicable law provides otherwise, all payments received by Lender under this instrument shall be applied first to any prepayment due; and last, to any late charges due under the Note.

If the funds held by Lender, it, under paragraph 2, under its discretion or at the Property, Lender shall pay the sum received by Lender, shall apply any funds held by Lender in the time of collection or sale as a credit against the sum received by Lender held by Lender, it, under paragraph 2, Lender shall agree to sell the Property, Lender, to any late charges due under this instrument.

If the excess funds in accordance with the requirements of applicable law held by Lender in any case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency to no more than three days held by Lender, it, under paragraph 2, Lender may so notify Borrower in writing, and, to any late charges due under this instrument.

If the funds held by Lender exceed the amounts received by Lender shall pay the funds held by Lender shall be returned to Lender.

The funds held by Lender are pledged as security for all sums received by Lender for this Security Instrument. The funds are used to make up the deficiency, Borrower shall make up the deficiency to no more than three days held by Lender, it, under paragraph 2, Lender shall agree to sell the Property, Lender, to any late charges due under this instrument.

If the funds held by Lender exceed the amounts received by Lender shall pay the funds held by Lender.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future years and recoveries from time to time, at any time, if so desired, if so desired, it, under paragraph 8, in lieu of the payment of monthly installments, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. If so desired, Lender may not charge Borrower for holding and applying the funds, usually already being the Property, or to hold the funds, Lender is subject to the same rules as the Federal Home Loan Bank, Lender shall apply the funds to pay the outstanding balance of the Note, or to any other debts due under this instrument.

6. **Funds for Taxes and Liabilities.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the funds held in an escrow account with a deposit held by a federal agency, insurance company, or entity

provided of and intended on the date evidenced by the Note and any prepayment and late charges due under the Note.

7. **Borrower and Lender.** Prepayment and Late Charges. Borrower shall promptly pay when due the amounts due under this instrument.

8. **Interest.** Interest and Lender covering instruments held property.

THIS SECURITY INSTRUMENT contains instruments for record and non-record coverings held property.

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

NOTICEABLE GOVERNANTS that Borrower is lawfully seized of the entire property covered and has the right to mortgage,

litecture, All of the foregoing is referred to as this Security instrument as the "Property."

Parties now or hereafter a party to the property. All replacements and additions shall also be covered by this Security instrument, and all easements, appurtenances, and

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of this Security Instrument, Lender may give Borrower a notice identifying the hen. Borrower shall satisfy the hen 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 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; Leasetholds. 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 hen 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 hen 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 hen 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. Notices. Any notice to Horwainer provided for in this security instrument shall be given by first class mail to

preparations under the Note

12. **Final Categories:** If the loan secured by this security instrument is a low-worth set or maximum charges, payment to borrower by a refund reader principal, the reader will be treated as a partial prepayment without any further lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted amount, and (d) any sums already collected from borrower which exceed paid principal funds will be refunded to the permitted funds.

12. **Successors and Assignees** Successors and Assignees shall have the same rights and responsibilities of this Securitization as the successors and assignees of Lender and Borrower, subject to the provisions of this paragraph 12. Borrower's executors and administrators shall be joint and several. Any successor who co-signs this Securitization shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 12.

(1). **Borrower can not be let go;** **Guaranteee can not be let go;** **Extinction of the time for payment of modifiable loan of amortization of the sum received by the secondly instrument granted by the lender to any successor in interest of borrower shall not operate to release the liability of the original lender or borrower of the original instrument.**

Unless I am otherwise advised 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.

If the property is abandoned by Seller now, or at any time after notice by Landlord to Seller over than the condementor offers to make in award of settle a claim for damages, Mortowmer will in respond to Landlord within 30 days after the date the notice is given, Landlord is authorized to collect and apply the proceeds, as in ordinary, either to satisfaction of part of the property or to the same

be applied to the sums received by this Society by instrument whether or not the sums are then due.

In the event of a total loss of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of either taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Landlord.

9. Inspection: Under or in agreement may make reasonable entries upon and inspections of the Property. Lender shall give forty-eight hours at the time of or prior to an inspection specifically regarding cause for the inspection.

adults' coverage under private insurance plans and to the non-eligible insurance premiums paid by teenagers, from an actuarial insurance perspective and to the cost of subsidies available to teenagers.

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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)

Adjustable Rate Rider

Graduated Payment Rider

Balloon Rider

VA Rider

Condominium Rider

Planned Unit Development Rider

Rate Improvement Rider

Others) (specify)

1-4 Family Rider

Biweekly Payment Rider

Second Home Rider

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:

Essie Mae Roberson A/K/A Wright (Seal)
ESSIE MAE ROBERSON
Borrower

Essie Mae Wright 10/30/95 (Seal)
ESSIE MAE WRIGHT
Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS,

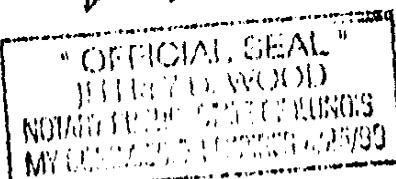
I, THE UNDERSIGNED,
that

ESSIE MAE ROBERSON A/K/A ESSIE MAE WRIGHT, DIVORCED NOT SINCE REMARRIED

, personally known to me to be the same persons) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **SHE** signed and delivered the said instrument as **WITNESS** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30TH day of OCTOBER 1995

My Commission Expires: 4/26/99



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21. Accordingly, Members shall give notice to the Director prior to the date of publication of any amendment or addition to this Schedule instrument that will not pertain to the framework's provisions.

SOURCE(S) OF INFORMATION Information and knowledge transfer between students and teacher as follows:

As used in this paragraph 70, "Treasured Substances" are those substances defined as toxic or hazardous substances by paragraph 70, "Environmental Law", means federal laws and laws of the jurisdiction where the property is located that prohibit and restrict, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 70, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that prohibit and restrict, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

Reserveholder shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any governmental机关 or of commencement of any litigation.

70. **Hazardous Substances.** However, shall not the cause of permitting the passage, use, disposal, storage, or release of any

19. **Safe of Funds** Entitled to receive, the safe of a particular interest in the Note together with the security

18. **Borrower's Right to Remedy.** If Borrower makes certain corrections, Borrower shall have the right to have compensation of this Section, instrument discontingent on any time prior to the earlier of (a) 5 days after such period as applicable to the instrument, or (b) the date of the first payment of principal or interest on the instrument, whichever is later, plus reasonable attorney fees and expenses incurred by Borrower, if this Section is breached.

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If I consider extremes this option, I under shall give the power notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered within which the power may invoke any remedies

13. **Consequential Laws - Secrecy**: This Secrecy provision shall be governed by the federal law and the law of the jurisdiction in which the Propriety is located; in the event that any provision of this Secrecy provision or the Note contradicts with applicable law, such conflict shall not affect other provisions of this Secrecy provision or the Note without written consent.

Lenders' address should remain as it is, except where it has been agreed to transfer or lend under which given is provided for in this Security instrument shall be deemed to have been given to the holder or transferor of funds under which given is provided for in this instrument.