

# UNOFFICIAL COPY

95781655

1. 00% - 1. REBATE (1%) 100.00  
2. 100.00 - 100.00 11-12-95 144,910.00  
3. 100.00 - 100.00 11-12-95 144,910.00  
4. 100.00 - 100.00 11-12-95 144,910.00  
5. 100.00 - 100.00 11-12-95 144,910.00

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

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 11-6-95

The mortgagor is

HERBERT KELLER AND DOROTHY KELLER 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 EIGHTY THOUSAND SEVEN HUNDRED FIFTY AND 00/100-

Dollars (U.S. \$ 80,750.00)

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 11-6-2010. 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:

EX- THE EAST 71.84 FEET OF LOT 48 AND THE EAST 71.84 FEET OF THE NORTH 1/2 OF LOT 47 IN BLOCK 65 IN HARVEY IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 29-17-207-001

LOT 5 IN THE SUBDIVISION OF LOTS 21, 22, 23 AND 24 IN BLOCK 73 IN HARVEY A SUBDIVISION IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED APRIL 1, 1892, AS DOCUMENT NO. 1636973.

P.I.N. 29-17-115-048

National Title Agency of Illinois, Inc.  
246 E. Janata Blvd. Ste. 300  
Lombard, IL 60148

which has the address of 103 E 154TH ST & 180 E 152ND ST HARVEY  
Illinois 60426  
(Zip Code) ("Property Address").

[Street, City]

ILLINOIS Single Family FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9-90  
Amended 5-91  
2008(IL)-P-12  
Page 1 of 1  
Page 1 of 1  
Form 3014, Uniform Instrument, 9-90, Amended 5-91  
2008(IL)-P-12  
Page 1 of 1  
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Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower has agreed in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) continues in good faith the lien in accordance with the terms of the security agreement.

4. (Borrower), Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property or the person or entity paying the same.

and 2 shall be applied first, or any preparatory changes due under the Note; second, to amounts paid under paragraphs 1 and 3.

Funds held by lessee under paragraph 21, Landlord shall acquire to sell the property, funds held by lessee as a result of the sale of the property, shall apply, any funds held by lessee at the time of acquisition or sale as a result of the sale of the property.

If the funds held by the leader exceed the amounts permitted to be held by applicable law, leader shall account to Borrower for the excess. Funds in accordance with the requirements of applicable law. If the amount of the funds held by leader at any time is not sufficient to pay the attorney fees when due, leader may so notify Borrower in writing, and, in such case Borrower shall pay to leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, unless otherwise provided by law.

27. **Funds for losses and insurancem** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the days mentioned payments due under the Note until the Note is paid in full, a sum ("Funds") for any losses and assessments which may accrue over this security instrument as a result of any, and (b) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 2, in lieu of the payment of insurance premiums. These items are called "Fees or Items". Funds for losses and insurancem

**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.

**LITERATURE REVIEW** Information about each author and article is follows:

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and will extend especially the life of the Federal grants and demands. The effect of any amendment of record

earlier and sooner as the process is completed, except for the unlikelihood of medical follow-up after

**BORROWER'S COUNSEL AND BORROWER** shall have authority granted to the trustee herein contained and this the tenth day of November,

Information about the location is reflected in the *Spatially Explicit Inventory of the Province*.

changes now or before it's part of the project. All refinements and additions shall only be made at the request of this section.

TOP THREE WAYS THE MARKETING MIX CAN BE USED TO INFLUENCE CONSUMERS AND INCREASE SALES

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\* 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 arrive 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 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 lapsed or ceases to be in effect, Borrower shall pay the premiums required to

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14. Sources. Any notice of former or present partnership by name of partner. Any notice to partner shall be given by first class mail to

**13. Loan charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges and this law is thereby interpreted so that the interest or other loan charges collected or to be collected in connection with the payment of the principal or otherwise in respect of the loan exceeds the amount necessary to reduce the charge for the permitted loans, then the only such loan charge shall be reduced by the amount necessary to reduce the charge for the permitted loans and the remaining amount shall be paid to the lender in accordance with the terms of the note.

11. Borrower Not Released; Forbearance by Lender. In a written extension of the time for payment of indebtedness of a borrower or his successors in interest to the time for payment of indebtedness by a lender to a borrower, if the time for payment of indebtedness by a lender to a borrower is extended by a lender in accordance with any terms of record, shall not be a waiver of or preclude the successors in interest. Any forbearance by a lender in exercising any right or remedy shall not be a waiver of or preclude the

Leader is authorized to offer and apply the proceeds, if this option, after its expiration or before its exercise, to the payment of the Property or to the sums received by this Security instrument, whether or not due, or  
unless Leader and Borrower agree in writing, any application of proceeds of principal shall not exceed or  
exceed the due date of the monthly payments referred to in paragraphs 1 and 2 to twice the amount of such payments.

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 there are 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, 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 ratio of the fair market value of the property immediately before the taking to 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 by this security instrument, unless Borrower and Lender otherwise agree in writing, the amounts of the proceeds shall be applied to the sums secured by this security instrument whether or not the sums are then due.

10. **Confidentiality.** 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 disclaimed and

9. Inspection. In order to the right of prior to the inspection specific reasonable expenses upon and inspections of the Property, Landlord shall give  
Borrower notice at the time of or prior to the inspection specific reasonable expenses for the inspection.

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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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Form 3014 8/90  
Page 6 of 6

Subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that it is personally known to me to be the same person(s) whose name(s)

is noted above in and for said no day and state do hereby certify

(Signature) (Date)

Borrower

(SS#)

STATE OF ILLINOIS  
CLERK'S OFFICE  
COUNTY OF COOK  
SIXTY-THREE MILLION FIVE HUNDRED EIGHTY-SEVEN DOLLARS AND NINETEEN CENTS

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