

# UNOFFICIAL COPY

95793304

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

DEPT-01 RECORDING \$31.50  
T#0011 TRAN 3875 11/16/95 11:24:00  
#6119 + RV \*-95-793304  
COOK COUNTY RECORDER

45-7680

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

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 11-10-95

The mortgagor is

MILTON WILLIAMS AND KATHINE WILLIAMS 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 SEVENTEEN THOUSAND TWO HUNDRED AND 00/100---- Dollars (U.S. \$ 17,200.00 ).

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 11-16-2010. 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:

THE NORTH 1/3 OF LOT 36 AND ALL OF LOT 37 IN BLOCK 161 IN HARVEY, A SUBDIVISION OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

P.I.N. 29-07-416-049 VOL 199

which has the address of 14915 S WINCHESTER AVE HARVEY  
Illinois 60426 [Zip Code] ("Property Address");

[Street, City].

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Initials: \_\_\_\_\_ Amended 5/91

VMP -2006(IL) (8502)



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A. W. L.

3150DR

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payability of the obligation secured by the lien in a manner acceptable to Lender; (b) contributes in good faith the lien to Lender as part of the instrument satisfactory to Lender subordinating the lien to Lender's interest or (c) secures from the holder of the lien an agreement satisfactory to Lender deferring enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or (d) secures from the holder of the lien any part of the Property is subject to a lien which takes priority over this Security Instrument.

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

4. (Chargers) Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

third, to interfere in due fourth, to principal due; and last, to any late charges due under the Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by [ ] under paragraphs 1 and 2 shall be applied first, to any payment charges due under the Note second, to amounts paid by [ ] under paragraph 2;

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

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

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 immediately preceding payment of principal under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may actually accrue prior to this Security Instrument as a lien on the Property; (b) yearly lesathold premiums or ground rents on the Property, if any; (c) yearly mortgage insurance premiums; (d) yearly flood insurance premiums if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may legally require under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, ("RESPA"), unless another law applies to the Fund set aside for taxes and insurance. At any time, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount set aside pursuant to section 2601 of the U.S.C., Section 2601 of RESPA, unless another law applies to the Fund set aside for taxes and insurance. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount set aside pursuant to section 2601 of the U.S.C., Section 2601 of RESPA, unless another law applies to the Fund set aside for taxes and insurance.

principals of and interpret on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM CONTRACTS; Borrower and Lender each of whom and agree as follows:

**REGULATORY INFORMATION** The following sections describe the regulatory framework applicable to our business.

**LAW SECTOR** The law sector is one of the most dynamic and rapidly growing sectors in the economy.

**THIS CERTIFICATE INDICATES THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

<sup>2</sup> The original version of this paper was presented at the 2004 Annual Meeting of the American Political Science Association.

SOMONI MELISSA G. C. AND S. J. BROWN. 1995. The role of the *Polydora* in the distribution and abundance of sessile benthic macrofauna.

**BORROWER'S COUNTERPARTS** that borrower is lawfully entitled to do the thing he has the right to mortgage.

measures now to ensure that the new security instruments will be effective.

TOGETHER WITH all the improvements now or hereafter erected on die property, and all easements, appurtenances, fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Section.

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In 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 answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the 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

Initials \_\_\_\_\_

N.W. K.W.

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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

**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 loan charge to the permitted limits, then, (b) any such loan charge shall be reduced by the difference between the original loan charge and the maximum loan charge set by the law.

12. Successors and Assignees Board; Joint and Several Liability: (C) -Signers, The co-signers and agreeements 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 holder who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mitigate, limit and convey the 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 their knowledge.

11. Borrower Not Responsible for Breach of Waver. Extension of the time for payment of amortization of the sums received 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 release the liability of this Security Instrument granted by Lender to any successor in interest of Borrower if Borrower does not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to exercise its right to demand payment of any sum due under this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest.

secured by this Security Instrument, whether or not it is due.

If the Property is abandoned by Borrower or it, 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 of its option, either to restoration or repair of the Property or to the sum

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspection. Lender or its agent may make reasonable entries upon and inspect portions of the property. Lender shall give notice at the time of or prior to an inspection sess<sup>r</sup> (any reasonable cause for the inspection.

obtain coverage absolutely 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 alternative mortgage insurer approved by Lender. If substantially equivalent insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to the premium of the year-to-date portion of the mortgage insurance previously in effect, plus any premium difference between Borrower and Lender or underwriting fee payable.

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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 box(es)]

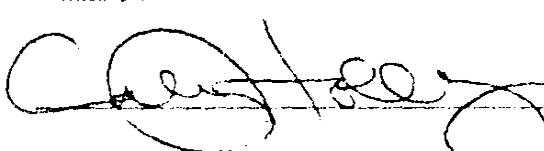
- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [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.

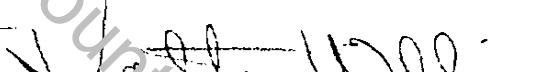
Witnesses:



MILTON WILLIAMS

(Seal)

-Borrower



KATHRINE WILLIAMS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

Cook

County ss:

I, the undersigned,  
that *Milton Williams and Kathrine Williams,*  
*his wife*,  
a Notary Public in and for said county and state do hereby certify  
personally known to me to be the same person(s) whose name(s) are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *they*  
signed and delivered the said instrument as *their* free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this *10th* day of *November*, 1995.

My Commission Expires: *9-11-97*

Notary Public

*95-7680*

~~~~~  
"OFFICIAL SEAL"  
CATHERINE HOLLYWAY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/11/97

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NON-UNIFORM GOVERNANTS, Borrower and Lender further agree as follows:

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory authority involving the Property and any Hazardous Substances affecting the Property as necessary. Borrower shall promptly take any removal or other remediation of any Hazardous Substance affecting the Property as necessary. Borrower shall promptly take

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 release or storage of small quantities of stable substances of Hazardous Substances that are generally recognized to be appropriate to normal use.

outgrowths sacred trees still remain thus clustered around the old temple.

18. Borrower's right to Remise. If Borrower meets certain conditions, Borrower shall have the right to have permitted by this Security Instrument without further notice or accounting on Borrower's part.

entitlement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this agreement of this Security Instrument; or (b) entry of a judgment authorizing this Security Instrument. Those conditions are that Borrower: (a) pays Security Instrument, or (b) enters into a settlement agreement discontinuing this Security Instrument. Under all such sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays all expenses incurred in enforcing this Security Instrument; (c) pays all attorney fees and costs incurred in defending this Security Instrument; (d) pays all expenses incurred in defending this Security Instrument by Borrower, this Security Instrument and the this Security Instrument shall continue unchanged by Borrower, this Security Instrument and the

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 given for Borrower to remediate or mitigate 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 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.

4. [Скачать](#) | [Скачать в формате PDF](#) | [Скачать в формате WORD](#) | [Скачать в формате CHM](#)

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

15. **Governing Law**: This Security Instrument shall be governed by federal law and the law of the state in which it was executed.