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AFTER RECORDING MAIL TO:

Beverly Bank
Loan Service Center
417 S. Water Street
Wilmington, IL 60481

DEPT-11 TORRENS \$35.00
100013 TRAH 8007 11/17/95 11135100
#2188 + CT #--95-799457
COOK COUNTY RECORDER

LN# 50016343

95100587

(Space Above This Line For Recording Data)

BOX 260

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 6, 1995. The mortgagor is DOROTHY WASHINGTON, widowed, not since remarried.

("Borrower"). This Security Instrument is given to First National Bank of Wilmington, which is organized and existing under the laws of the United States of America, and whose address is 417 South Water Street, Wilmington, IL 60481 ("Lender"). Borrower owes Lender the principal sum of Fifty Seven Thousand Three Hundred Seventy Five Dollars and no/100 Dollars (U.S. \$ 57,375.00). 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 1, 2025. 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 SIXTY FIVE (65) AND LOT SIXTY SIX (66) IN BLOCK SEVEN (7) IN HITT'S SUBDIVISION OF THE SOUTHEAST QUARTER (1/4) OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 25-08-412-033 AND 25-08-412-034

ATTORNEYS TITLE GUARANTY FUND, INC.

which has the address of
Illinois 60643
[ZIP CODE]

10040 SOUTH SANGAMON
[STREET]
("Property Address")

CHICAGO
[CITY]

35th

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ILLINOIS-SIMPLE FAMILY PHM/PHM UNIFORM INSTRUMENTS
1SC/CMTRL/0801/3014(0990)-L PAGE 2 OF 8

If the funds held by Lender exceed the amounts furnished to it to hold by applicable law, Lender's right to account for such amounts shall make up the deficiency. Borrower shall make up the deficiency in no more than thirty days after notice to Lender.

In the event of termination and withdrawal, repayment will be made in full and all charges due under the Note.

ON THE MIGRATION OF BROWNS, JAYS, LINDERS, COQUILLES AND OTHER BIRDS

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of this foregoing is referred to in this Security instrument as "Property".

BORROWER COVENANTS THAT Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower waives and will defend generality the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited availability by insertion to constitute a uniform security instrument covering real property.

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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 this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts certifying the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in court title to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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 flood 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 failed 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.

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3. Inspection. Landlord or his agent may make reasonable inspections upon reasonable notice prior to an inspection causing less than a reasonable amount of inconvenience.

E. Mortgaged Interests. If Lender receives notice of a default or acceleration of the loan secured by the Security Interests, Borrower shall pay all amounts due under the mortgage agreement in full. In addition, the mortgagor shall pay all amounts due under the mortgage agreement in full. Lender may file suit to foreclose on the property if the mortgagor fails to pay the amounts due under the mortgage agreement. If Lender succeeds in foreclosing on the property, Lender may sell the property to satisfy the debt.

Any amount of disclosure by Lender under this Note or otherwise shall become disclosed to all Borrower's successors and assigns.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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20. Hazardous Substances. Borrower shall not cause or permit to do any harm to any Hazardous Substances. Borrower shall not apply to the Prudential Authority or any other authority having jurisdiction over the property that it violates any environmental laws or regulations or permits or approvals issued by such authority.

19. **Table of Notes:** Changes of Loan Servicer. The Note or a parallel instrument to the Note (together with its Security Instrument) may be sold one or more times without prior notice to the Note. (gatherer will name and addresses of the new Loan Servicer and the addresses to which payments should be made. The notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the purpose of the change to a change of the Loan Servicer. Borrower will give written notice to a sale of the Note. If there is a change of the Loan Servicer, Borrower will give written notice to a sale of the Note. The new Servicer may be one of more changes of the Note under the Note and will be known as the "Loan Servicer". The collector's monthly payments due under result in a change in the servicer (known as the "Loan Servicer"), that collector's monthly payments due under the Note and will be sold one or more times without prior notice to the Note. A sale may result in a change in the servicer (known as the "Loan Servicer"), that collector's monthly payments due under the Note and will be sold one or more times without prior notice to the Note. (gatherer will

If Lender exercises this option, Lender shall give Borrower notice of acceleration, 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 accrued by this Securitization. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this instrument to the further notice demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower, All or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower, all or any part of the Property or any interest in it) to a nonrelative (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 exercisable by Lender unless Lender has given notice to Borrower of the date of this Security Instrument.

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

16. **Governance Law; Separability.** This Sectionally 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 of this Sectionally Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions and the provisions of this Sectionally Instrument shall remain in effect to the greatest extent possible.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless specifically required law or regulation uses another method. The notice shall be directed to the Proprietary Address of any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail to Lender at its address provided for in this Security Instrument unless 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 who is given as provided in this paragraph.

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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 substance by Environmental Law and the following substances: asbestos, benzene, other flammable or toxic petroleum products, toxic materials and household volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws in 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 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; (e) disclosure 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 this 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 recording 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 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)]

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

