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RECORDING REQUESTED BY:
WORLD SAVINGS

WHEN RECORDED MAIL TO:
WORLD SAVINGS
CENTRAL PROCESSING CENTER
CLOSING DEPARTMENT
2420 WEST 26TH AVENUE #200
DENVER, COLORADO 80211

95140220



PREPARED BY: WORLD SAVINGS
2420 WEST 26TH AVENUE #200
DENVER, COLORADO 80211

. DEPT-01 \$49.50
. T#9999 TRAN 7290 03/01/95 09:14:00
. #1962 + DW *-95-140220
. COOK COUNTY RECORDER

LOAN NUMBER: 0428381
NOTE AMOUNT: \$70,000.00

FOR RECORDER'S USE ONLY

MORTGAGE

THIS IS A FIRST MORTGAGE WHICH SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, FREQUENCY AND AMOUNT OF PAYMENTS AND PRINCIPAL BALANCE (INCLUDING FUTURE ADVANCES AND DEFERRED INTEREST). AT LENDER'S OPTION THE SECURED NOTE MAY BE RENEWED OR RENEGOTIATED.

THE MAXIMUM AGGREGATE PRINCIPAL BALANCE SECURED BY THIS MORTGAGE IS \$87,500.00 WHICH IS 125% OF THE "NOTE AMOUNT".

I. DEFINITIONS OF WORDS USED IN THIS MORTGAGE

(A) **Security Instrument.** This Mortgage, which is dated FEBRUARY 23, 1995, will be called the "Security Instrument."

(B) **Borrower.** MARIA BABICH, AN UNMARRIED WOMAN

LOCATED IN CRAWFORD SQUARE, BEING A MEMORANDUM OF THE BOARD OF DIRECTORS OF THE JAMES EARL RAY FOUNDATION, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, SECTION 501(C)(3) NON-PROFIT, HARRISON STREET, OAKLAND, CALIFORNIA, 94612. PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) **Lender.** WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION * * * * *, ITS SUCCESSORS AND/OR ASSIGNEES, will be called "Lender." Lender is a Federal Savings and Loan Association which is organized and exists under the laws of the United States. Lender's address is 1901 HARRISON STREET, OAKLAND, CALIFORNIA 94612.

13.23.320 020
Vol 352

SD008A1 (02.02.95/2-95) AORA
DEFERRED INTEREST

Page 1
MORTGAGE-ADJUSTABLE



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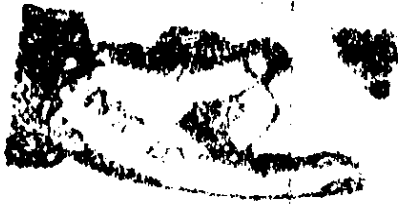
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WORLD SAVINGS
RECORDED BY

WORLD SAVINGS
WHEN RECORDED MAIL TO

CENTRAL PROCESSING CENTER
MAILING DEPARTMENT
3500 WEST 26TH AVENUE #500
DENVER, COLORADO 80211

PREPARED BY WORLD SAVINGS
3500 WEST 26TH AVENUE #500
DENVER, COLORADO 80211

PLAN NUMBER 018301

NOTE AMOUNT \$ 11,000.00

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MORTGAGE

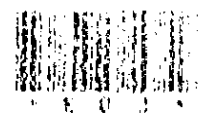
THIS IS A FIRST MORTGAGE WHICH IS TO BE PAID IN FULL WITHIN THE TERM OF THE NOTE AND THE PAYMENTS THEREON ARE TO BE MADE BY THE BORROWER TO THE LENDER IN FULL AT THE END OF EACH MONTH. THE MAXIMUM ANNUAL PERCENTAGE RATE WHICH IS TO BE APPLIED TO THE UNPAID BALANCE OF THE NOTE IS 12% PER ANNUM. THE BORROWER AGREES TO PAY ALL COSTS OF RECORDING THIS INSTRUMENT AND TO PAY ALL TAXES AND FEES WHICH MAY BE IMPOSED ON THE BORROWER BY ANY GOVERNMENT AGENCY OR AUTHORITY. THE BORROWER AGREES TO PAY ALL COSTS OF RECORDING THIS INSTRUMENT AND TO PAY ALL TAXES AND FEES WHICH MAY BE IMPOSED ON THE BORROWER BY ANY GOVERNMENT AGENCY OR AUTHORITY.

1. DEFINITIONS OF WORDS USED IN THIS MORTGAGE
All security interests in the property which are held by the lender shall be deemed to be held by the lender.

(B) Borrower: MARIA PATRICIA ANTONIO (MRS) WILSON

Government will be held by the lender and shall not be subject to any other lien.

(C) Lender: WORLD SAVINGS AND INVESTMENT COMPANY, A FEDERAL SAVINGS AND LOAN ASSOCIATION, INC. THE SUCCESSORS AND ASSIGNEES OF THE LENDER SHALL BE WORLD SAVINGS AND INVESTMENT COMPANY, A FEDERAL SAVINGS AND LOAN ASSOCIATION, INC. 1001 HARRISON STREET, DENVER, COLORADO 80202.



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(D) **Note.** The note signed by Borrower and having the same date as this Security Instrument will be called the "Note." The Note shows that I owe Lender the original principal amount of US \$70,000.00 ("Note Amount"), plus accrued and deferred interest and such other amounts as stated in the Note. I have promised to pay this debt in monthly payments and to pay the debt in full by MARCH 01, 2010.

(E) **Property.** The property that is described below in Section III entitled "Description of the Property" will be called the "Property."

(F) **Sums Secured.** The amounts described below in Section II entitled "Borrower's Transfer of Rights in the Property" sometimes will be called the "Sums Secured"

(G) **Person.** Any person, organization, governmental authority or other party will be called "Person"

II. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

I mortgage, irrevocably grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to

(i) pay all amounts owed to Lender under the Note and all other notes secured by this Security Instrument, called the "Secured Notes," including future advances made by Lender and any changes to the Secured Notes made with the written consent of Lender;

(ii) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and

(iii) keep all of my other promises and agreements under this Security Instrument, the Secured Notes and any changes to the Secured Notes made with the written consent of Lender.

III. DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described below:

(i) The property which is located at 3806 WEST ROSCOE CHICAGO, IL 60618. * * * * * The legal description of the Property is attached as Exhibit "A" which is made a part of this Security Instrument. This Property is called the "Described Property."

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(ii) All buildings and other improvements that are located on the Described Property;

(iii) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;

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PROPERTY

101. The property described in this deed is situated in the County of Cook, State of Illinois, and is more particularly described as follows: [Description of property]

102. The property described in this deed is situated in the County of Cook, State of Illinois, and is more particularly described as follows: [Description of property]

103. The property described in this deed is situated in the County of Cook, State of Illinois, and is more particularly described as follows: [Description of property]

104. The property described in this deed is situated in the County of Cook, State of Illinois, and is more particularly described as follows: [Description of property]

105. The property described in this deed is situated in the County of Cook, State of Illinois, and is more particularly described as follows: [Description of property]

106. The property described in this deed is situated in the County of Cook, State of Illinois, and is more particularly described as follows: [Description of property]

107. The property described in this deed is situated in the County of Cook, State of Illinois, and is more particularly described as follows: [Description of property]

108. The property described in this deed is situated in the County of Cook, State of Illinois, and is more particularly described as follows: [Description of property]

DESCRIPTION OF THE PROPERTY

I give and warrant unto the said [Name] the property described below:

109. The property described in this deed is situated in the County of Cook, State of Illinois, and is more particularly described as follows: [Description of property]

110. The property described in this deed is situated in the County of Cook, State of Illinois, and is more particularly described as follows: [Description of property]

111. All buildings and other improvements that are located on the described property.

112. All rights in and to the described property that are known to the grantor and are not otherwise disclosed to the property.

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(iii) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;

(iv) All rents or royalties and other income from the Described Property;

(v) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property;

(vi) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

(vii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section,

(viii) All of the rights and property described in subsections (ii) through (vii) of this Section that I acquire in the future;

(ix) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section; and

(x) All of the amounts that I pay to Lender under Paragraph 2 below

IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that (i) I lawfully own the Property, (ii) I have the right to mortgage, grant and convey the Property to Lender, and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such right.

COVENANTS

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and interest due under the Secured Notes and any prepayment and late charges due under the Secured Notes.

2. PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any).

(B) Escrow Accounts

(i) Borrower's Obligations

If Lender gives me written notice to do so, I will pay the amounts in Paragraph 2(A) above to Lender, unless the applicable law requires otherwise. I will make these payments on the same day that my monthly payments of principal and interest are due under the Secured Notes.

Each of my payments to Lender under this Paragraph 2 will be the sum of the following:

(a) One-twelfth of the estimated yearly taxes and assessments on the Property which under the applicable law may be superior to this Security Instrument; plus

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These rights are reserved as to the property and the proceeds of the property.

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COVENANTS

I agree and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY: I will pay to Lender on time all principal and interest due under the Secured Note and any prepayment and the amount due under the Secured Note.

2. PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations: I will pay all taxes and insurance premiums on the property as well as assessments, investment expenses, ground rent or mortgage insurance premiums, if any.

(B) Lender's Obligations: I will pay the amount of the Secured Note.

I agree to pay to Lender on the date specified in the Secured Note the amount of the Secured Note and any prepayment and the amount due under the Secured Note.

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(b) One-twelfth of the estimated yearly leasehold payments or ground rents on the Property, if any; plus

(c) One-twelfth of the estimated yearly premium for hazard insurance covering the Property, plus

(d) One-twelfth of the estimated yearly premium for mortgage insurance, if any.

I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 2.

(ii) Lender's Obligations

If I make my payments to Lender, Lender will estimate from time to time my yearly taxes, hazard insurance premiums, assessments, leasehold payments, ground rents and mortgage insurance premiums, which items will be called the "Escrow Items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills to estimate the Escrow Items. The amounts that I pay to Lender for Escrow Items under this Paragraph 2 will be called the "Funds."

Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Escrow Items. Lender will give to me, without charge, an annual statement of Funds activity.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge Lender will not be required to pay me any interest or earnings on the Funds unless either (a) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (b) the law requires Lender to pay interest on the Funds.

(iii) Adjustments to the Funds

If Lender's estimates of the Escrow Items are too high, the amounts that I pay under this Paragraph 2 will be too large.

If an excess of Funds remains after all Escrow Items have been paid and if I am keeping all of my promises and agreements made in this Security Instrument, then I will have the right to have the excess amount refunded directly to me, if it exceeds \$25.00, or credited to my future monthly payments of Funds. Any refund or credit to which I am entitled will be made once a year.

If, at the time payments of Escrow Items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the Escrow Items in full. I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the amounts due under the Secured Notes and under this Security Instrument, Lender will promptly refund to me any Funds that are then being held by Lender. If, under Paragraph 27 below, Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at that time to reduce the Sums Secured.

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(b) One-twelfth of the amount of the estimated yearly payments on the property if any part of the property is any part

(c) One-twelfth of the estimated yearly premium for hazard insurance covering the property plus

(d) One-twelfth of the estimated yearly amount for mortgage insurance if

I will give Lender all notices or bills that I receive for the amounts due under the Paragraph 2

Paragraph 2 will be called the "Funds". I agree that I will pay to Lender the amount of the "Funds" as they are due to me from time to time by the Lender. I agree that I will pay to Lender the amount of the "Funds" as they are due to me from time to time by the Lender. I agree that I will pay to Lender the amount of the "Funds" as they are due to me from time to time by the Lender.

Lender may hold the Funds in trust for me and may use the Funds to pay to me without charge an annual statement of Funds.

Lender may use the Funds to pay to me without charge an annual statement of Funds. Lender may use the Funds to pay to me without charge an annual statement of Funds. Lender may use the Funds to pay to me without charge an annual statement of Funds.

(b) If Lender's statement of the Funds shows that I owe Lender the amount that I pay under the Paragraph 2 will be called the "Funds".

If Lender's statement of the Funds shows that I owe Lender the amount that I pay under the Paragraph 2 will be called the "Funds". If Lender's statement of the Funds shows that I owe Lender the amount that I pay under the Paragraph 2 will be called the "Funds".

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Lender may use the Funds to pay to me without charge an annual statement of Funds. Lender may use the Funds to pay to me without charge an annual statement of Funds. Lender may use the Funds to pay to me without charge an annual statement of Funds.

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3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposes

First, to pay prepayment charges due under the Secured Notes;

Second, to pay any advances due to Lender under this Security Instrument;

Third, to pay the amounts due to Lender under Paragraph 2 above;

Fourth, to pay interest due under the Secured Notes;

Fifth, to pay deferred interest under the Secured Notes;

Sixth, to pay principal due under the Secured Notes;

Last, to pay late charges due under the Secured Notes.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation, or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up, or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgagee Clause to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

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3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law, contract or other applicable law or public policy requires otherwise, the Borrower understands and agrees that the following order of priority shall apply to the application of the Borrower's payments:

1. To pay any delinquent payments due under the Secured Note;
2. To pay any other amounts due under the Secured Note;
3. To pay interest due under the Secured Note;
4. To pay principal due under the Secured Note;
5. To pay late charges due under the Secured Note.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments, and other charges, and fees that may be imposed on the property and that are the responsibility of the owner.

I will also pay any other charges, assessments, and fees that are imposed on the property and that are the responsibility of the owner, including but not limited to, any charges, assessments, and fees imposed by a governmental authority for the purpose of providing services to the property.

Any claim, demand, or charge that is imposed on the property and that is the responsibility of the owner, including but not limited to, any charges, assessments, and fees imposed by a governmental authority for the purpose of providing services to the property, shall be paid by the Borrower. The Borrower understands and agrees that the failure to pay any such claim, demand, or charge may result in the loss of the property or the imposition of a lien on the property. The Borrower understands and agrees that the failure to pay any such claim, demand, or charge may also result in the imposition of a lien on the property. The Borrower understands and agrees that the failure to pay any such claim, demand, or charge may also result in the imposition of a lien on the property. The Borrower understands and agrees that the failure to pay any such claim, demand, or charge may also result in the imposition of a lien on the property.

5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

I will maintain and pay for the insurance specified in the attached schedule of insurance requirements. The insurance shall be maintained in full force and effect at all times during the term of the Secured Note. I understand and agree that the failure to maintain the required insurance may result in the lender's right to purchase the property and to pay the cost of the required insurance. I understand and agree that the failure to maintain the required insurance may also result in the lender's right to accelerate the Secured Note. I understand and agree that the failure to maintain the required insurance may also result in the lender's right to foreclose on the property. I understand and agree that the failure to maintain the required insurance may also result in the lender's right to sue me for damages. I understand and agree that the failure to maintain the required insurance may also result in the lender's right to sue me for costs and attorney's fees. I understand and agree that the failure to maintain the required insurance may also result in the lender's right to sue me for any other damages, costs, and attorney's fees that may be incurred by the lender as a result of my failure to maintain the required insurance.

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If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Secured Notes and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or lack of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Sums Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. Lender may use the Proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any Proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

If Lender acquires the Property under Paragraph 27 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the property, I will fulfill my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

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7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on such amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

I assign to Lender all my rights: (A) to proceeds of all awards or claims for damages resulting from condemnation, eminent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other government taking of the property. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of 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. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

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10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

(A) Borrower's Obligations

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

(B) Lender's Rights

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 27 below to demand that I make immediate payment in full of the amounts that I owe to Lender under the Secured Notes and under this Security Instrument.

11. OBLIGATIONS OF BORROWER, AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

12. MAXIMUM 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 permitted limits, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits 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 Secured Notes 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 Secured Notes.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument.

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(CONTINUATION OF BORROWER'S OBLIGATIONS AND THE LENDER'S RIGHTS)

(A) Borrower's Obligations

The Borrower shall be bound by the terms and conditions of the Security Instrument and the promissory note, and shall be obligated to pay to the Lender the principal amount of the loan, together with interest, taxes, and other charges, as provided in the Security Instrument and the promissory note. The Borrower shall also be obligated to pay to the Lender the cost of any insurance, taxes, and other charges, as provided in the Security Instrument and the promissory note.

The Borrower shall be obligated to maintain the property in good condition and to keep the property insured against fire, theft, and other risks. The Borrower shall also be obligated to pay the cost of any insurance, taxes, and other charges, as provided in the Security Instrument and the promissory note.

(B) Lender's Rights

The Lender shall have the right to take any action necessary to protect its interest in the property, including the right to foreclose on the loan. The Lender shall also have the right to sell the property, if necessary, to satisfy the debt. The Lender shall have the right to take any action necessary to protect its interest in the property, including the right to foreclose on the loan.

II. PROTECTION OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S OBLIGATIONS

The Lender shall be obligated to protect the interests of the Borrower and of persons taking over the Borrower's obligations. The Lender shall be obligated to provide the Borrower with a copy of the Security Instrument and the promissory note, and to explain the terms and conditions of the loan to the Borrower.

The Lender shall be obligated to provide the Borrower with a copy of the Security Instrument and the promissory note, and to explain the terms and conditions of the loan to the Borrower. The Lender shall also be obligated to provide the Borrower with a copy of the Security Instrument and the promissory note, and to explain the terms and conditions of the loan to the Borrower.

MAXIMUM LATE CHARGES

The maximum late charge shall be the greater of one percent (1%) of the amount due or five dollars (\$5.00). The maximum late charge shall be the greater of one percent (1%) of the amount due or five dollars (\$5.00). The maximum late charge shall be the greater of one percent (1%) of the amount due or five dollars (\$5.00).

ASSIGNMENT OF LENDER'S RIGHTS

The Lender shall have the right to assign its rights under the Security Instrument and the promissory note to any person or entity. The Lender shall be obligated to provide the Borrower with a copy of the Security Instrument and the promissory note, and to explain the terms and conditions of the loan to the Borrower.

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PROPERTY RIGHTS IN REAL ESTATE

As a result of the recent changes in the law, the following provisions will be given to the owner of real property. The provisions are contained in the following sections of the Illinois Property Rights in Real Estate Act.

A notice of the law provisions will be given to the owner of real property. The notice will be given to the owner of real property by the county clerk of the county in which the real property is located. The notice will be given to the owner of real property by the county clerk of the county in which the real property is located. The notice will be given to the owner of real property by the county clerk of the county in which the real property is located.

15. GOVERNING LAW APPLICABILITY

This Security Instrument and the secured notes shall be governed by and construed under Federal law and Federal rules and regulations including those for Federal savings and loan associations. The law of the State of Illinois shall not apply to the interpretation or enforcement of this Security Instrument or the secured notes.

16. BORROWER'S COPY

Enclosed for the benefit of the borrower is a copy of the Security Instrument and of this Security Instrument.

17. LENDER'S RIGHTS TO REPAIR, PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If a borrower fails to make payments on the secured notes, the lender may take possession of the real property. The lender may also take possession of the real property if the borrower fails to pay the secured notes. The lender may also take possession of the real property if the borrower fails to pay the secured notes.

The lender may also take possession of the real property if the borrower fails to pay the secured notes. The lender may also take possession of the real property if the borrower fails to pay the secured notes. The lender may also take possession of the real property if the borrower fails to pay the secured notes.

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18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another. I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include an action for breach of contract, fraud, concealment of a material fact or for intentional or negligent acts. I assign these rights, and any proceeds arising from these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to any amount that I may owe to Lender under the Note and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment.

19. CLERICAL ERRORS

In the event Lender at any time discovers that this Security Instrument, the Secured Notes or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

20. LOST, STOLEN OR MUTILATED DOCUMENTS

If any of the Loan Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

21. WAIVER OF STATUTE OF LIMITATIONS

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or Secured Notes.

22. CAPTIONS

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

23. MODIFICATION

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS

If the Property is a unit in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:

(A) If an owners association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.

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(B) The following are called the "Constituent Documents:" (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's covenants, conditions and restrictions; (vi) Other equivalent documents

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above

(C) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such master or blanket policy, then (i) Lender waives the provision in Paragraph 2(B) above for the monthly payment to Lender of one-twelfth of the estimated yearly premium installments for hazard insurance on the Property, and (ii) hazard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender annually

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me are hereby assigned and shall be paid to Lender for application to the Sums Secured by this Security Instrument, with any excess paid to me.

I shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(D) I shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of lenders generally; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

25. FUTURE ADVANCES

At Borrower's request, Lender, at its option (but before release of this Security Instrument or the full reconveyance of the Property described in the Security Instrument) may lend future advances, with interest, to Borrower. Such future advances, with interest, loan will then be additional Sums Secured under this Security Instrument.

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LEGEND

you are authorized to... (B) ...

... (A) ...

... (C) ...

... (D) ...

... (E) ...

... (F) ...

... (G) ...

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26. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

Exception to Acceleration of Payment of Sums Secured. If the sale or transfer of all or any part of the Property, or of a beneficial interest in Borrower, if Borrower is not a natural Person, is the first one to occur after the date of this Security Instrument, Lender will not exercise the option to accelerate payment in full of all Sums Secured and the loan may be assumed if

- (i) Lender receives a completed written application from transferee to evaluate the creditworthiness of transferee as if a new loan were being made to the transferee by Lender,
- (ii) Lender approves the creditworthiness of the transferee in writing,
- (iii) transferee makes a cash downpayment sufficient to meet Lender's then current underwriting standards,
- (iv) an assumption fee, in an amount to be determined by Lender (but not to exceed 1% of the balance of principal and interest due under the Secured Notes at the time of sale or transfer of the Property or of the interest in the Borrower) is paid to Lender, and
- (v) the transferee executes an assumption agreement which is satisfactory to Lender.

The loan may be assumed under its then existing terms and conditions with one exception, the Lifetime Rate Cap may be changed. The Lifetime Rate Cap shall be changed to an interest rate which is the sum of the interest rate in effect on the date of a sale or transfer of the Property or beneficial interest in Borrower plus 5 percentage points, if that sum exceeds the Lifetime Rate Cap stated in the Secured Notes.

27. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

It will be called a "Breach of Duty" if (i) I do not pay the full amount of each monthly payment on the date it is due; or (ii) I fail to perform any of my promises or agreements under the Note or this Security Instrument; or (iii) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts; or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums secured.

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28 AGREEMENTS ABOUT LEASER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Agreement of Lease... The agreement of lease... shall be subject to the terms and conditions... of the lease... and the lessee shall be bound by the terms and conditions... of the lease...

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If there is a Breach of Duty by me, the Lender may take action to have the Property sold under any applicable Federal Law, rule or regulation and, where Federal Law is not applicable, under the law of the state where the Property is located, which will be called the "Applicable Law."

Lender does not have to give me notice of a Breach of Duty unless notice is required by Applicable Law. If Lender does not make a demand for full payment upon a Breach of Duty, Lender may make a demand for full payment upon any other Breach of Duty.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender except as limited or prohibited by the Applicable Law. If the Property is sold under the Applicable Law, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I owe to Lender all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits any such charges.

Lender will apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including trustees' and attorneys' fees, if any; (B) to all Sums Secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

28. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

When Lender has been paid all of the amounts secured by this Security Instrument, Lender shall release or cancel this Security Instrument without charge to me except that I will pay any recordation costs.

29. STATEMENT OF OBLIGATION

To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

30. WAIVER OF HOMESTEAD

My right to any applicable homestead exemption in the Property is waived.

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31. QUICK QUALIFYING LOAN PROGRAM

I have qualified for this loan by making statements of fact which were relied upon by Lender to approve the loan rapidly. This loan is called a "Quick Qualifying Loan." I have stated and I confirm that (A) I do not have any other Quick Qualifying Loans with Lender; (B) I have agreed to not further encumber the Property and do not intend to further encumber the Property for at least six months after the date of the Secured Notes and this Security Instrument; and (C) If I am purchasing the Property, all of the terms of the purchase agreement submitted to Lender are true and the entire down payment is cash from my own funds.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin subject to the Lifetime Rate Cap stated in the Secured Notes.

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STATE OF ILLINOIS DEPARTMENT OF REVENUE

NOTICE TO TAXPAYER: This document is a copy of the original return filed with the Department of Revenue. It is not a substitute for the original return. The Department of Revenue is not responsible for the accuracy of the information provided on this copy. The Department of Revenue is not responsible for the accuracy of the information provided on this copy. The Department of Revenue is not responsible for the accuracy of the information provided on this copy.

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BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any rider(s) signed by me and recorded in proper official records.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S):

Marta Babich (Seal)
MARTA BABICH

(Seal)

(Seal)

(Seal)

(Seal)

Property of Cook County Clerk's Office

951 10330

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County, in the State aforesaid,

"OFFICIAL SEAL"
Lynn Liskien
Notary Public, State of Illinois
My Commission Expires 1/28/98

do hereby certify that Marta Babich personally known to me to be the person whose name(s) subscribed to the foregoing instrument appeared before me this day as person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of February, 19 95.

Commission Expires _____
Lynn Liskien
NOTARY PUBLIC

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BY SIGNING BELOW, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW

DATE

(Name)

MARIA TERESA

(Name)

(Name)

(Name)

(Name)

(Name)

Property of Cook County Clerk's Office

STATE OF ILLINOIS