

# UNOFFICIAL COPY

95150474

Prepared by C. E. F. Inc.  
EG Financial Inc.  
1130 North Dearborn Street  
Chicago, IL 60610

(Space Above This Line for Recording Data)

## MORTGAGE

DEBT-01 RECORDING \$31.50  
100011 TRAN 6055 03/03/95 15148300  
138124 RV \* 95 - 150474  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 17, 1995

The mortgagor is

RON VILLA AN UNMARRIED PERSON, AKA RONALD VILLA

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

which is organized and existing under the laws of ILLINOIS, and whose address is 118 N. CLINTON #401 CHICAGO, ILLINOIS 60661

("Lender"). Borrower owes Lender the principal sum of EIGHTY-SIX THOUSAND ONE HUNDRED AND 00/100 Dollars (U.S. \$ 86,100.00)

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 FEBRUARY 23, 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:

LOT 18 IN BLOCK 2, LORDE AND HARRIS SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 20-04-313-019

95150474

LAND TRUST (NOTE UP TO 100% L.C.)

which has the address of 4447 S. UNION CHICAGO

[Street Only]

Illinois 60609

[Zip Code] ("Property Address").

ILLINOIS Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 8/90

2006 RELEASE FORM

Amended 6/91

AMERICAN BANKERS ASSOCIATION FORM NO. 12-12

PRINTED ON RECYCLED PAPER Page 3 of 6 01/01/98

RV



31.50

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Shareholder shall prominently disclose any lien which the Security Instrument would otherwise purport to (a) agree in writing to the payment of the obligation measured by the lien in a manner acceptable to Lender; (b) contribute to good faith the lien by delivering a sufficient amount of the instrument or (c) execute further documents necessary to Lender's satisfaction that any part of the Property is subject to a lien which may affect this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect this Security Instrument, Lender may exercise its right to Lender's satisfaction to prevail in the enforcement of the lien; or (c) execute further documents necessary to Lender's satisfaction that the lien to prevail in the enforcement of the lien.

**3. Applicable Law of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment due under the Note; second, to amounts payable under Note;

of the Project, shall apply any funds held by Lender at the time of acquisition or sale to a third party.

Funds held by Landlord. If, under paragraph 21, Lessor shall acquire or sell the property, Lessee, prior to the negotiation or sale,

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the Funds held by Lender exceeding the amounts permitted to be held by applicable law, and pay to Lender any security interest.

Figure 10: Items of chlorine in mesonucleus with applicable law.

principal of just inference on the debt evidenced by the Note and my prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, borrower shall pay to Lender of the duly monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may occur prior to the Note, security instrument or a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly taxes on the Property; (d) yearly fixed insurance premiums; (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 "Taxes".

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount authorized under the Note for Taxes and Insurance, and hold funds in an amount not to exceed the maximum amount authorized under the Note for Insurance, until the Note is paid in full, and then apply such amounts to the Taxes and Insurance respectively.

3. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, borrower shall pay to Lender of the duly monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may occur prior to the Note, security instrument or a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly fixed insurance premiums; (d) yearly mortgage insurance premiums, if any; and (e) 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 "Taxes".

The principal of just inference on the debt evidenced by the Note and my prepayment and late charges due under the Note,

1. Preparation of Principal and Interim Preparation and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVARIANTS. BORROWED AND LENDERS COVENANT AND RATES AS FOLLOWS:

variations by jurisdiction to constitute a uniform security instrument covering real property.

**THIS SECURITY INSTRUMENT** combines uniform civilema for national use and non-uniform civilema with limited

and will definitely tie in to the Preceptry and all claims and demands, subject to any discrimination of record.

**ANSWERING CHALLENGES AND QUESTIONS IN THE HISTORY OF THE FEDERAL BUDGET**

THESE DOCUMENTS ARE THE PROPERTY OF THE LIBRARY OF THE UNIVERSITY OF TORONTO. THEY MAY NOT BE LOANED OR COPIED EXCEPT UNDER THE CONDITIONS ALLOWED BY THE LIBRARY'S GOVNGMENT AND USES THE LIBRARY'S REGULATIONS.

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this Security Instrument. Lender may give Borrower a notice identifying the item. Borrower shall satisfy the item 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, hazard 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 amount 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.

If 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 the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not move 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 the 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 14 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 sum(s) 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 defect and remit it 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), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

*Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.*

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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11. Notation: Any notice to Homeowner provided for in this Security Instrument shall be given by delivery or by mailing to

13. **Local Charges.** If the loan received by the Securitry institution is unpaid at or before the date of maturity it will be liable to pay interest to the Securitry institution in full, plus a late payment fee of one percent (1%) per month.

12. **Accessories and Additions Board:** Joint and Separate Liabilities. The creditors and shareholders of a company will jointly be liable for the debts and obligations of the company.

of the same measure by this security institution by reason of any change in the original power of the court or the law.

Upon certain dates and BearerNotes which are subject to withdrawal, any application of proceeds to principal shall not exceed or diminish the date of the withdrawal payable upon such date in full.

Lamender is authorized to collect and apply the proceeds, either to restoration or repudiation of the property or to the amount demanded by the Securitry Instrument, whether or not it is due.

If the Property is abandoned by the Buyer, or if, after notice to Seller within 30 days after the date the notice is given, Seller or Seller's agent fails to claim for damages, Seller may resell the same to another at the price paid by the Buyer.

be applied to the same measure by the Secretary pursuant to either of the two above-mentioned provisions.

In the event of a total taking of the Property, the proceeds shall be applied to the amount received by the lessee under the lease of the property 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 amount of the sum received immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, is equal to or greater than the amount of the sum received immediately before the taking, the lessee shall be reduced by the proceeds multiplied by the ratio of (a) the fair market value of the property before the taking to (b) the fair market value of the property immediately before the taking.

condition of other rights of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Borrower's notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Intra-race ends in accordance with any written agreement between Borrower and Lender or applicable law.

absolute coverage subsistently equitably to the noneligible uninsured privately lit offical, as a cost subsidiesupply equilibrium to the cost to Borrower of the noneligible insurance previously in effect, from an alternative montgagel insurance approved by Lender.

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Lender's address set forth herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** The Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for non-judgments) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower (a) pays Lender all sums which there would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements to (c) pays all expenses incurred in enforcing this Security Instrument including, but not limited to, reasonable attorney's fees, and (d) takes such action as Lender may reasonably require to assure that the title of the Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations accrued hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 18 above or applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

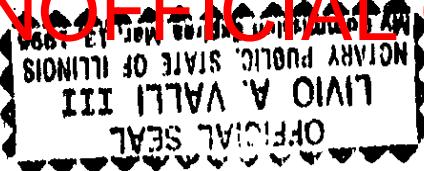
**NON UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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Form 2014 9/09

Digitized by srujanika@gmail.com



### My Communication Barriers:

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OFFICIAL SEAL

LIVIO A. VALLI D.D.

McGRAW-HILL PUBLISHING COMPANY  
1954

abrevered to the foregoing instrument, appended before me this day in person, and acknowledged that he perfectly known to me to be the author thereof (x) witness name (a)  
signed and delivered the said instrument as a free and voluntary act, for the uses and purposes hereinbefore set forth.

Folio

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ANNUAL REPORT

"...Nascent Public in mind for all countries and strive do hereby unity Country as

JRM 11211  
(1986)

JANUARY  
(1968)

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HY SICINING HBLJOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

1-4 Family Rider	Additional Rate Rider	Chromiumium Rider	Planned Unit Development Rider	Rate Improvement Rider	Facilities Rider	V.A. Rider
Highway Facility Improvement Rider	Crystallized Polymer Rider	Crystallized Polymer Rider	Planned Unit Development Rider	Rate Improvement Rider	Facilities Rider	V.A. Rider

22. It is important to note that Security Information, if used or misused properly can be leveraged by Threat actors and used against the organization.

23. **Writter of Elbowrested.** Drotower witten all elight ut hofmentrel exemplification in the Proprety.

32. Notwithstanding, if upon payment of all sums accrued by the lessee for instruments, lessees shall pay any recondition costs, without charge to Burrower. Burrower shall pay any recondition costs.

applicable law provided otherwise); (a) the nature and scope; (b) the details of (c) the action required to cure the defect(s); (d) the date applicable to the defect(s); (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured; and (f) the nature of the remedy.