

# UNOFFICIAL COPY

95180105

Prepared by: EQ FINANCIAL INC., ET AL.  
116 N. CLINTON  
CHICAGO IL 60661

: DEPT-D1 RECORDING \$31.50  
: T#0000 TRAN 1029 03/17/95 10:31:00  
: #8471 & C.J. \*-95-180105  
: COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 3-7-95

The mortgagor is

ALICE MCPULLEY A/K/A ALICE MCPULLEY DIVORCED AND NOT SINCE REMARRIED

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

95180105

which is organized and existing under the laws of ILLINOIS, and whose address is 116 N. CLINTON #401 CHICAGO IL 60661

("Lender"). Borrower owes Lender the principal sum of

TWENTY ONE THOUSAND FIVE HUNDRED AND 00/100-

Dollars (U.S. \$21500.00).

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 3-11-2019. 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 3 IN BLOCK 4 IN THE SUBDIVISION OF THE WEST 10.728 ACRES OF THE EAST 53.64 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-04-130-018(WEST CHICAGO)

STANDARD TITLE # 4378

which has the address of 5407 W. CRYSTAL CHICAGO

[Street, City]

Illinois 60651

[Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

VMP -2000(BIL) 19-1011

VMP MORTGAGE FORMS - (800)521-7291

Printed on Recycled Paper Page 1 of 8

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Notwithstand shall prominently display over the window his security instrument unless otherwise requested  
written to the party in interest secured by the hen in manner acceptable to said creditor the contents in  
by, or demands against attachment of the hen in, legal proceedings which in the leaders opinion operate to prevent the  
grapageement of the hen or (e) causes from the holder of the hen an agreement satisfactory to leader stipulating the hen to  
securely instrument, if leader determines that any part of the property is subject to a lien which may affect property over

4. If there are debts, Borrower shall pay all taxes, assessments, charges, fines and impositions deductible to the Property.

I did, I shall be appalled; this is of my preparation changes due under the rules; secondly to whom was passed under paragraph 1 and 2.

**3. Application of Punishments.** Unless applicable law provides otherwise, all penalties received by a teacher under participants

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender if, under paragraph 2, 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.

If the funds held by trustee exceed the amounts permitted to be held by a trustee under state law, a trustee shall account to Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by a trustee exceeds the amount necessary to pay the escrow items when due, funds held may so notify the Borrower in writing, and, if the trustee fails to pay to lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months at trustee's sole discretion.

Without charge, an annual accounting of the funds showing where the funds are expended by this Society.

The Funds shall be held in an institution whose deposits are insured by a federal agency, trusteed separately, or carried forward until such an institution or in any federal Home Loan Bank, under such applicable law as may be required to pay the escrow account, or otherwise held by the Lender in escrow for the benefit of the Funds, unless otherwise provided in the Note.

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue prior to the Note, until the Note is paid in full, a sum ("Funds") for (b) yearly escrow payments of premiums on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 "Escrow Items". Lender may exercise authority over this Security Instrument as a lien on the Property; (f) any sums payable by Borrower to Lender, in any event, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums, if any; and (g) any sums payable by Lender to Escrow Items, if any; (h) yearly property taxes due on the Property, if any; and (i) any sums payable by Lender to Escrow Items, if any.

1. Payment of Premium and Interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIPORTE GOVERNANTS, bontower and friends governants and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform governing documents for all uses and non-uniform governing documents with unique provisions by jurisdiction to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

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

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~~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 withn the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

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14. Notless, any notice to Borrower provided for in this Security Instrument shall be given by first class mail to  
it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property Address  
of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

11. Borrower Not Responsible for Breach by Lender Not Responsible for Breach of the Note or Payment of the Note  
of non-delivery of the sums received by this Security Instrument pursuant to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of Borrower shall not be liable for any deficiency resulting from such failure to pay the principal amount of the Note or any interest thereon.

If the property is abandoned by the owner or it is after notice by Landlord to Borrower to make and award of settle a claim for damages, Borrower fails to respond to Landlord within 30 days after the date the notice is given, Landlord is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the property or to the sum awarded by this Settlement, whether or not valid in law.

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

**9. Inspection.** Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall give

obtain coverage adequately equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender, at a cost substantially equivalent to the premium paid by Borrower and Lender under the applicable law.

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

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.

residuum uses and to determine use of the property;

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the property and any Hazards during or after the time period of which Borrower has used knowledge. If Borrower fails, or is notified by any government authority, that any removal or other remediation of any Hazards substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with law.

20. **Hazardous Substances**, Borrower shall not cause or permit the release, 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 of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

19. Sale of Notes: Change of Loan Servicer. To the extent of 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 under the Note and this Security instrument. If there will be a change of the Loan Servicer and the address to which payments shall be made. The notice will also contain any other information required by applicable law.

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 remedies permitted by this instrument without further notice or demand on Borrower.

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

15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located; in the event that any provision of this Security Instrument or the Note are declared given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision.

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
[Check applicable boxes]

Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

Condominium Rider  
 Planned Unit Development Rider  
 Home Improvement Rider  
 Other(s) [specify] \_\_\_\_\_

1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

ALICE MCFOLLEY

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS,

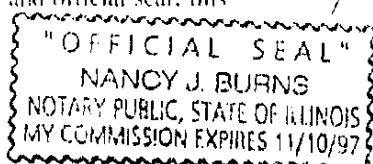
County ss:

I, *Nancy J. Burns*, a Notary Public in and for said county and state do hereby certify

that *Alice McFolley*, *John*, personally known to me to be the same persons whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as *John*, free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

My Commission Expires:



Notary Public

day of *October*, 1995.