

# UNOFFICIAL COPY

95213512

DEPT 01 RECORDING 131,50  
116666 TRIN 9712 03/29/95 161-6706-  
W1984 L.C. \*-25-22 131-12  
COOK COUNTY RECORDER

Prepared by:

(Space Above This Line For Recording Data)

## MORTGAGE

H19800

THIS MORTGAGE ("Security Instrument") is given on 3-28-95

The mortgagor is

ANGELA HARRIS A/K/A ANGELA M. HARRIS DIVORCED AND NOT SINCE REMARRIED

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

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

, and whose

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

FIFTY EIGHT THOUSAND FIVE HUNDRED AND 00/100

DOLLARS \$58500.00

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 4-1-2010. 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 1 AND THE EAST 9 FEET OF LOT 2 IN HASKIN'S SUBDIVISION OF THE EAST 148 FEET OF THE WEST 245 FEET OF THE SOUTH 125 FEET OF LOT 7 IN TYRELL, DERRETT AND KIRKWOOD'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 16-11-408-087

95213512

which has the address of 3216 WEST WALNUT CHICAGO  
Illinois 60624

(Street, City).

(Zip Code) ("Property Address"):

ILLINOIS-Single Family FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
2000ILE 0400 Amending 0/01

VMP MORTGAGE FORMS 0400/23-7201  
Printed on Recycled Paper Page 1 of 6 Inside



2150  
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HERITAGE TITLE COMPANY

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However, such pronouns do not affect any part of the sentence other than the subject.

4. (Chairperson) Let me, however, stress all the taxes, assessments, charges, fines and impositions attributable to the property before it makes these payments already, borrower shall promptly furnish to Lender receipts evidencing the payments.

child, or incurred dues, for which he has to pay his legal expenses and costs, to any like charges due under the Note.

<sup>1</sup> See also the discussion of the relationship between the two concepts in the introduction to this volume.

(a) upon presentation in full or in sum or sums received by this Secretary instrument, Leader shall promptly return to Director any funds held by Leader at the time of acquisition or sale as a credit toward the sum so paid by the Property, shall apply any funds held by Leader at the time of acquisition or sale as a credit toward the sum so paid by the Property, if, under paragraph 21, Leader shall negotiate to sell the Property, Leader prior to the acquisition or sale funds held by Leader, if, under paragraph 21, Leader shall negotiate to sell the Property, Leader prior to the acquisition or sale of the Property, shall apply any funds held by Leader at the time of acquisition or sale as a credit toward the sum so paid by the Property.

If the Funds held by Landers exceed the amounts permitted to be held by applicable law, Landers shall account to Horrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Landers in any time is not sufficient to pay the Horrower funds when due, Landers may so notify Horrower in writing, and, in such case Horrower shall pay to Landers the amount necessary to make up the deficiency; Horrower shall make up the deficiency in no more than twelve months following payment, in Landers sole discretion.

The funds shall be held in an account without deposits are intended to a federal agency, notwithstanding, if funding Leader, it Leader is such an institution or in any federal home loan bank, Leader shall supply the funds to pay the escrow items, Leader may not charge borrower for holding and applying the funds, similarly and always the escrow account, or separating the escrow items, unless Leader pays later after interest on the funds and applicable law permits Leader to make such a charge. Likewise, Leader may require borrower to pay a one-time charge for an independent real estate tax reporting service.

Because lenses do otherwise interact with applications like

participated in and interpreted in the debt as demanded by the Note and any prepayment and late charges due under the Note.

(INITIATION OF GOVERNANTS). Horrocks and Leander gave him and agree as follows:

**THIS SITE IS A TREATMENT UNIT.** Samples underpin agreements for repeat use and non-monitory cover-ups when required

**HOKKOWEER GOVERNANTS** that hokkower is lawfully seized of the estate hereby conveyed and has the right to mortgag[e].

taxes, and to the use of improvements now or hereafter erected on the premises, and the easements, upon payment, 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 within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), 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. Notifies. Any notice to the owner or provider provided for in this Section may be given by delivery of a copy of any notice addressed to the owner or provider by notice tolander. Any notice tolander shall be given by first class mail to

(3) *Joint Committee*, if the loan secured by this Security instrument is subject to a law which sets forth joint chapter 5, and finally interpreted so that the interests of other loan debtors collateral or to be effected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the joint liability under the law, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (c) any such loan charge shall be reduced under the power given above.

(2) **Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower**, subject to the provisions of Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Article.

11. Borrower Not Responsible for Releases by Lender Not Available; Extension of the Time for Payment of Indebtedness of amounts secured by this Security Instrument shall not be any successor in interest of borrower shall not be liable to release the liability of the original borrower of borrower; successions in interest of borrower shall not appear to release the liability of the original borrower of borrower; successions in interest of borrower shall not be required to release the liability of the original borrower of borrower.

Secured by this security instrument, whether or not due date  
unless lessor and lessor's otherwise agree in writing, any acceleration of proceeds to principal shall not extend to

If the Property is abandoned by the owner, or if, after notice by Landlord to Horizons to restore or repair of the Property or to make the award of a claim for damages, Horizons fails to respond to Landor's notice within 30 days after the date the notice is given, Landor is authorized to collect and apply the proceeds of the option, either to restoration or repair of the Property or to the sum

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this security instrument, bearing at the time of the taking, with any excess paid to the owner, in the event of a partial taking of the property in which the latter market value of the property immediately before the taking is equal to or greater than the amount of the sums secured by this security instrument and leaving the balance to the owner.

10. (Underseal) The proceeds of any award or gift in law damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assessed and

9. Inspectors, under or as agents may make reasonable entries upon and inspections of the premises, under such power

insurable ends in accordance with any written agreement between borrower and lender or applicable law.

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Lender's address stated 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.** 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 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 this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) 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. Those conditions are that Borrower: (a) pays Lender all sums which then 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; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this 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 secured 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 14 above and 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 uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous 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

