

# UNOFFICIAL COPY

[Space Above This Line For Recording Data]

LOAN NO.: 000-11890-2

BOX 404

## MORTGAGE

**95233205**

DEPT-01 RECORDING \$33.50  
T40011 TRAN 6427 04/07/95 14:48:00  
#2914 # RV \*-95-233205  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **MARCH 18, 1995**, the mortgagor is  
TAMMY ANN TALLER, MARRIED TO RICHARD J. TALLER

("Borrower"). This Security Instrument is given to

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

which is organized and existing under the laws of **United States of America**, and whose address is

3525 WEST 63RD STREET, CHICAGO IL 60629 ("Lender"). Borrower owes Lender the principal sum of

**EIGHTY TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$ 82,500.00).**  
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 **APRIL 1, 2025**.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

REFER TO ADDENDUM ATTACHED HERETO AND MADE PART HEREOF

ATTORNEY'S NATIONAL  
TITLE NETWORK INC.

P.I.N.: 24-19-408-008-0000  
which has the address of **11543 S. NEENAH**

**WORTH**

(Street, City)

**Illinois 60482** (Zip Code)

("Property Address")

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMP -6R(IL) (92121)

Form 3014 8/90

Amended 5/91

VMP MORTGAGE FORMS - (312)293-8100 - (800)521-7291



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Form 3014 9/90

more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one of the following steps: (a) pay or (b) defend the debt to the Property; (c) sell the Property to a third party at a public auction or by private sale to a bona fide purchaser for value received.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless (a) agrees in writing to do so.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of nonuse to be paid under this paragraph.

These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may affect other rights of payment or ground rents, if any. Borrower shall pay

3. (Charges). Lender, Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the property

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

wave of money paid.

If the funds held by Lender to pay the taxes within due, Lender may so notify Borrower in writing. And, in such case Borrower shall pay to Lender the amount of the funds held by Lender to be held by Lender's account to Borrower

for the excess funds in accordance with the requirements of applicable law to the extent of the funds held by Lender

for the taxes within due, unless specifically law provides otherwise, unless an agreement is made or

used by Lender to compensate Borrower to pay a one-time charge for an independent real estate tax reporting service

a charge. However, Lender may require Borrower to pay the taxes within due, unless Lender's account to Borrower to make such

overfiling the taxes, unless Lender pays Borrower interest on the funds and applicable law permits Lender to pay the

Borrower items, Lender may not charge Borrower for holding the funds, usually multiplying the escrow account, or

itemizing funds, if Lender is such an institution as in any Federal Home Loan Bank, Lender shall apply the funds to pay the

The funds shall be held in an escrow whose deposits are insured by a federal agency, insurability, or entity

escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so, Lender may, in any time, collect and hold funds in an amount not to exceed the lesser amount,

1974 as indicated from time to time 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the funds

related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the package insurance premiums. These items are called "escrow items."

if any: (e) escrow insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums

and assessments which may attach over this Security instrument as a lien on the Property; (b) yearly leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest. Subject to applicable law or to a late charge as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Warranties by Lender to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for mutual use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants

and conveys the Property and that the Property is unequivocally stated of the estate hereby conveyed and has the right to mortgage,

BORROWER COVENANTS that Borrower is lawfully entitled to the instrument covered by this "Property."

Instrument. All of the foregoing is referred to in this Security instrument as the "Property."

fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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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 box(es)]

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

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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:

RICHARD J. TALLER IS SIGNING THIS MORTGAGE  
SOLELY TO WAIVE HOMESTEAD RIGHTS, AND IS  
NOT TO BE HELD LIABLE UNDER THE NOTE

Tammy Ann Taller (Seal)  
TAMMY ANN TALLER -Borrower

Richard J. Taller

RICHARD J. TALLER

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS,

I, The undersigned,  
that

County ss: Cook

a Notary Public in and for said county and state do hereby certify  
TAMMY ANN TALLER, MARRIED TO RICHARD J. TALLER AND RICHARD J. TALLER

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of March 1995.

My Commission Expires: 5/11/96

Notary Public

" OFFICIAL SEAL "  
BARBARA ANN HUGHES  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/11/96  
Form 301A 8/80

This Instrument was prepared by: SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOC  
4062 SOUTHWEST HIGHWAY  
HOMETOWN, ILLINOIS 60456

ATTN: BONNIE HOFFMAN



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8. **Major liability insurance.** If Lender receives a demand for payment of amounts received by this Security by the principal or agent of the insurance company, Lender will accept, use and retain these payments as a credit toward the amount due under this Note. Lender will not be liable for any loss resulting from the use of amounts received by Lender under this Note.

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 in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

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, it Borrower fails to pay for the value of the Property and Lender's rights in the Property, Lender may do and proceed 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 may do and include paying any sums secured by a lien which has priority over this Security Instrument, excepting payment reasonable attorney fees and costs resulting from the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

possession of the due date of the day before payment is received to the payee and 7 days before the due date of the day before payment is received by the payee.

Lender and Borrower agree in writing, insurable 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 repair is not needed, if the restoration or repair is not needed, Lender may make good to loss or other damage resulting by insurance.

All insurance policies and renewals shall be susceptible to render and shall include a standard nonnegotiable clause. Under such clause, the policyholder shall be entitled to receive prompt notice to the insurance carrier and underwriter

**5. Hazard of 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 listed below:

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**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 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.

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<sup>16.</sup> *Holmes's Copy*, however, shall be given one additional copy of the Note and of this Security instrument.

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14. **Notices.** Any notice to be given by the Company provided for in this Schedule may be delivered in writing or by telephone to the address of the relevant member or by facsimile to the address of the relevant member or by e-mail to the e-mail address of the relevant member or by post to the registered office of the relevant member. The notice shall be deemed to have been given when it is received by the relevant member or when it is sent by facsimile or e-mailed to the relevant member. Any notice given by post shall be deemed to have been given when it is sent by post to the relevant member.

12. **Security Instruments and Assesments** and **Assessments and Security Instruments**, The instruments and agreements of this paragraph shall bind both and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. However, coveralls and agreements shall be joint and several. Any holder who so signs this Security instrument but does not execute the Note; (a) is co-signing this Security instrument only to mitigate, prevent and control losses of this Security instrument or (c) agrees that Lender and Borrower may use the terms of this Security instrument without regard to the terms of this Security instrument or the terms of this Note, notwithstanding any agreement to the contrary made by this Security instrument; and (e) does not personally obligate to pay the sums borrowed under this Security instrument.

II. Borrower Not Responsible for Breach of Lentee Not a Vendor. Extension of the time for payment of nondelinquent successive instruments granted by Lentee to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Under such circumstances, Lentee may exercise his rights under the instrument as if it had been granted by him.

I pledge my word and honor that I will not abuse or misuse the power given to me by this Security Instrument, and I will not exceed the amount of such payments.

If the property is abandoned or by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of settle a claim for damages, Borrower fails to respond to Lender to restore all of the property or to the sums

10. **Condemnation**, the proceeds of any award of 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 its agent may make reasonable entries upon and inspections of the property; Lender shall give

payments may no longer be required, at the option of Lender, if mortgagor insures coverage (in the amount and for the period

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95232-301

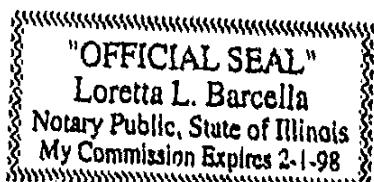
STATE OF ILLINOIS

County #8: COOK

I, LORETTA L. BARCELLA, a Notary Public in and for said county and state, do hereby certify that RICHARD J. TABLEK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 18TH day of MARCH, 1995

My Commission expires:



Loretta L. Barcella  
Notary Public

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Property of Cook County Clerk's Office

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LOAN NO.: 000-EL890-2

BORROWER/ENTITY: TAMMY ANN TALLER

## LEGAL DESCRIPTION

### Addendum

101 116 IN C.J. WOOD'S RIDGEWOOD HOMES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 3, 1952, AS DOCUMENT NUMBER 1515551 AND CERTIFICATE OF CORRECTION DOCUMENT NUMBER 1531714 IN COOK COUNTY, ILLINOIS.

95233205

11543 S. NEENAH  
WORTH, IL 60482

P.I.N.: 24-19-408-009-0000

PREPARED BY: SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION  
4062 SOUTHWEST HIGHWAY  
HOMETOWN, IL 60456  
BONNIE HOFFMAN

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