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DEPT-03 RECORDED 431.50
14222 TRAM #147 05/10/95 1612/100
#9823 K.E. * 95-307848
COOK COUNTY RECORDER

Prepared by: EQ FINANCIAL, INC.
117 NORTH JEFFERSON, #100
CHICAGO, ILLINOIS 60661

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MORTGAGE

Property of Cook County Clerk's Office
4707

THIS MORTGAGE ("Security Instrument") is given on APRIL 24, 1995 The mortgagor is

JAMES ROBERT MCNEAL A/K/A JAMES R. MCNEAL AND TERESSA D. MCNEAL, IN JOINT TENANCY

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

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which is organized and existing under the laws of ILLINOIS, and whose address is 117 NORTH JEFFERSON, #100, CHICAGO, ILLINOIS 60661

Borrower owes Lender the principal sum of THIRTY TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 Dollars (U.S. \$ 32,500.00)

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 4-28-2010

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 consent to Lender the following described property located in COOK County, Illinois:

LOT 7 IN MILLER AND HOPKINS SUBDIVISION OF LOT 1 AND THE WEST 1/2 OF LOT 2 IN BLOCK 4 AND LOTS 1, 1, 3 AND 6 IN BLOCK 6 IN COLLINS GUANTLETT AND DUNAS AUSTIN MANOR, BEING A SUBDIVISION OF LOTS 2, 3, 4 AND 6 OF THE PARTITION OF THE WEST 10.728 ACRES OF THE EAST 42.912 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, ALSO OF LOT 5 IN THE PARTITION OF THE WEST 10.728 ACRES OF THE EAST 42.912 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.

which has the address of 5363 WEST CRYSTAL, CHICAGO, ILLINOIS (Street, City), Illinois 60651 (Zip Code) ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9 90

2008(IL) 9408 Amended 5-91

FPM MORTGAGE FORMS (800) 521-7291

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument governing real property.

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

1. Payment of Principal 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, and the Note is paid in full, a sum of "Funds" for (a) yearly taxes and assessments which may attach primarily over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property; (c) any yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) any yearly mortgage insurance premiums; (f) any and all 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 "Funds Items."

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 C.F.R. Section 203.2(a)(2)(i) or KRS 413.024, unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Funds Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or returning the Funds Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Funds Items when due, Lender may, so long as Borrower is in writing, and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property, Lender shall acquire or sell the Property, Funds, power 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charge due under the Note, second, to amounts payable under paragraph 2, and third, to any late charge due under the Note.

4. Charges. Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach primarily over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach primarily over

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