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DEPT-01 RECORDING \$31.50
70014 TRAN 5638 05/11/95 13:56:00
#7873 + DT *--95-308129
COOK COUNTY RECORDER

95308129

Prepared by:
EQ Financial
117 N. Jefferson Suite 100
Chicago, IL 60661

[Space Above This Line For Recording Data]

MORTGAGE

95308129

INTERCOUNTY
EXPRESS

E101566R

THIS MORTGAGE ("Security Instrument") is given on 5-5-95

The mortgagor is

TINA M. BROWN A/K/A TINA BROWN MARRIED TO WARREN BROWN

99308129

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

which is organized and existing under the laws of ILLINOIS
address is 117 N. JEFFERSON #100 CHICAGO IL 60661

and whose

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

ELEVEN THOUSAND THREE HUNDRED AND 00/100----

Dollars (U.S. \$11300.00)

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 5-10-2002

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:

THE NORTH 16-2/3 FEET OF LOT 39, AND LOT 40 (EXCEPT THE NORTH 8-1/3 FEET THEREOF) IN BLOCK 11 IN BAIRD AND ROWLAND'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-31-217-008 VOL 439

THIS IS NOT A HOMESTEAD PROPERTY

which has the address of 8121 S. WINCHESTER CHICAGO [Street, City]
Illinois 60620 [Zip Code] ("Property Address"):

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

Amended 5/91

VMP MORTGAGE FORMS 060521 1291

Printed on Recycled Paper Page 1 of 6 Initials



3150

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Form 1014-9-00

FOR THE 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 covering real property.

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, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly basehold payments or ground rents on the Property; (c) any, or yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) any, or yearly insurance premiums; (f) any, and (g) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 2, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

Lender may, in 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 2001.77 (a) (1) (i) (A) (ii), 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 Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, 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 banking and applying the Funds, annually analyzing the Escrow account, or verifying the Escrow 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 one time charge for an independent real estate tax reporting service used by Lender in connection with this form, unless applicable law provides otherwise. Unless an agreement is made on applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Borrower and Lender may agree in writing, however, that interest will be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits 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 Escrow Items when due, Lender may, solely at Lender's option, 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 months, payments at Lender's sole discretion.

Lender payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property, Lender shall account to the acquisition or sale of the Property. Lender 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, third to interest due, fourth to principal due, and last to any late charges due under the Note.

4. Charges. Lender, Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which may attach priority over this Security Instrument, and basehold 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 accounts to be paid under this paragraph. If Borrower makes the 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, as agreed in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, the consent in good faith the lien (b) or defect, general enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the lien or enforcement of the lien, or (c) exercise 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 priority over

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