

# UNOFFICIAL COPY

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Prepared by: **A. DIAZ**  
CREDICORP, INC.  
Mail to: **4520 W. LAWRENCE AVE.**  
**CHICAGO, IL 60630**

DEPT-01 RECURRING \$31.50  
T80016 TRAN 5810 05/24/95 13:19:00  
\$1582 + JW #95-338039  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

37974

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 19, 1995**. The mortgagor is

**YOLANDA L. PRICE N/K/A YOLANDA L. SMITH AND ANTHONY R. SMITH, HER HUSBAND  
IN JOINT TENANCY**

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

**CREDICORP, INC.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is

**4520 W. LAWRENCE AVE., CHICAGO, IL 60630**

**EIGHTY FOUR THOUSAND SIXTY NINE AND 00/100**

Dollars (U.S. \$ 84,069.00)

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 **MAY 24, 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 28 IN BLOCK 2 IN FIRST ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF BEING FOR RAILROAD AND EXCEPT PART THEREOF TAKEN FOR WIDENING OF WESTERN AVENUE AND 79TH STREET) IN COOK COUNTY, ILLINOIS.**

**P.I.N. #19-36-215-015**

which has the address of **8045 S. ARTESIAN**

Illinois **60652**

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

2006(ILL) 19408

Amended 5/81

VMP MORTGAGE FORMS - 18001521-7291

Printed on Recycled Paper

[Zip Code] ("Property Address");

**CHICAGO**



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Borrower shall prominently disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien being subordinate or otherwise controlled by the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender acknowledging the lien to be subordinate or inferior to the lien.

to the person named payee, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this payable-upon-the-earlier-of-promise note.

3. **Chargers:** Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may actually over this Security Instrument, and lessees shall pay amounts of ground rents, if any.

1. and 2. must be applied, this is to any privilege which comes under the same, according to the principles of law.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Seller under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to interest payments under Paragraph 2;

Funds held by Lender, it under paragraph 21, under shall acquire or sell the property, Lender, prior to the acquisition of sale

twelve months' payments, at Lender's sole discretion.

time is not sufficient to pay the £4000 license when due, I understand many so would, however, wait, 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

for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lawyer in any of the funds held by Lawyer exceeded the amounts permitted to be held by applicable law, Lawyer shall account to Lawyer for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lawyer exceeded the amounts permitted to be held by applicable law, Lawyer shall account to Lawyer for the excess funds in accordance with the requirements of applicable law.

Without charge, an annual account of the Funds, showing credits and debits to the funds and the purpose for which each

used by Lender in connection with this loan, unless otherwise provided by law otherwise, unless the agreement is made in writing, however, that interest shall be paid on the funds. Lender shall give to Borrower and Lender may agree to pay Borrower any interest or earnings on the funds applicable law requires to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds.

vertifying the *lesser* terms, unless lender pays borrower interest on the funds and applies it toward his/her debt.

2011 funds shall be held in an escrow account until such time as the Fund is disbursed.

Broker loans or options shall be in accordance with applicable law.

1974 is intended to give the basis of current data and reasonable estimates of expenditures of future

render hereby, at my order, 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 account under the federal Residential Settlement Procedures Act of

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "lacerow items."

Lender or on the day monthly payments are due under the Note, until the Note is paid in full, a sum of [ ] funds; (c) [ ] yearly taxes and assessments which may accrue prior to the Note, until the Note is paid in full, a sum of [ ] funds; (d) [ ] yearly flood insurance premiums;

principled of and intended by the Note and any preparation and late changes due under the Note.

and bodies of language teaching institutions comprising institutional accrediting test properties;

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

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures now or hereafter a part of the property All replications and addititions shall also be covered by this Security 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 within the term "extended coverage" and any other hazard, 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.

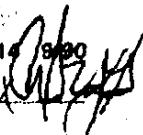
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's 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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13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to

prepaid amount charge under the Note.

13. **Loan charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other loan charges collected or to be collected 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 charge to the permitted limit; and (b) any sum already collected from borrower which exceeded permitted limits will be refunded to borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the creditor of the original debtors provided the collection will be treated as a partial prepayment without any premium or discount.

make any accommodations which regard to the terms of this security instrument or the Note without the borrower's consent.

instituted in the said society, (d) to subsist upon secondary instruction only to the extent of the sum of \$1000 per annum.

Securitization instrument shall bind and benefit in the successions and assignments of Landlord and lessee, without, however, subject to the provisions of paragraph 17, Borrower's covenants and agreements shall be joint and several. Any beneficiary who co-signs this Security

12. **Successors and assigns bound joint and severally liability ("cointiguity").** The cointiguants and agreeements of this exercise of any right or remedy.

of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any holder hereunder in exercising any right to remedy shall not be a waiver of or preclude the

not operate the liability of the original borrower or holder's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or otherwise to release to executors and administrators for payment of otherwise payable money awarded to

possibly the one due to the numerous pyramids which had been built up in the valley, and 2 or 3 changes in the position of the river.

secured by this security instrument, whether or not in joint names.

award or settle a claim for damages, recoverer has to respond to Lender within 30 days after the date the notice is given.

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

market value of the property intended to be taken is less than the amount of the sum secured immediately before the taking, unless the owner and lessee agree in writing or unless applicable law otherwise provides, the proceeds shall

amount of the sum secured immediately before the taking, divided by the fair market value of the property immediately before the taking.

However, each of the 10 subjects independently decided the ranking as shown in the following table.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this security instrument whether or not due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the sum

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. 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 the creditor, if a mortgagee makes a change in the address where the payments

one-twelfth of the yearly mortality insurance premium being paid by the provider which the insurance company based on

cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender.

obtain coverage substitutability equivalent to the mortgage insurance previously in effect, at a cost substitutability equivalent to the

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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.

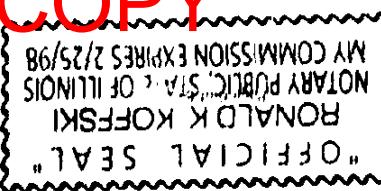
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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

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Form 3014 9/90



*[Handwritten signature]*

1995

day of MAY

19TH

Given under my hand and official seal, this  
signed and delivered the said instrument as A  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that X he X  
personally known to me to be the same person(s) whose name(s)

My Commission Expires: 2-25-98

YOLANDA L. PRICE N/K/A YOLANDA L. SMITH AND ANTHONY R. SMITH, MARRIED

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SOLELY DO HEREBY CERTIFY  
(County of) COOK  
(Date) 2000

THE UNDERSIGNED

STATE OF ILLINOIS,

borrower  
(Seal)

borrower  
(Seal)

borrower  
(Seal)

borrower  
(Seal)

borrower  
(Seal)

borrower  
(Seal)

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

- [Check applicable box(es)]
- Adjustable Rate Rider
  - Conditional Rider
  - Fixed Rate Rider
  - Graduated Payment Rider
  - Biweekly Payment Rider
  - Monthly Payment Rider
  - Second Home Rider
  - Other(s) [Specify] \_\_\_\_\_ V.A. Rider
  - balloon Rider

the covenants and agreements of this Security Instrument as of the rider(s) were a part of this Security Instrument.  
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall stand and supplemental  
24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this

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

without charge to Borrower, Borrower shall pay any recording costs.

22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
21. including, but not limited to, reasonable attorney fees and costs of title defense.

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