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: DEPT-01 RECORDING \$31.50
: T00014 TRAN 9992 06/06/95 12143100
: 94728 F JW * 95-364790
: COOK COUNTY RECORDER

Prepared by: E.G. Fiduciary, Inc.
117 N. JEFFERSON
CHICAGO IL 60661

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 5-24-95

FREDDY CORNELIOUS A/K/A FREDDY W. CORNELIOUS MARRIED TO DEBRA J. MARIONNAUX CORNELIOUS

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

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

("Lender"). Borrower owes Lender the principal sum of EIGHTY SIX THOUSAND SEVEN HUNDRED AND 00/100-----

Dollars (U.S. \$86700.00).

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 5-24-2010. 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 29 AND THE NORTH 7 FEET OF LOT 28 IN BLOCK 4 IN WALTER S. DRAY'S ADDITION TO PARK MANOR IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
P.I.N. 20-27-200-016-0000 VOL 266

ATTENTION
One TransAm Plaza Drive, Suite 500
Oakbrook Terrace, IL 60181

951891 *2nd*

which has the address of 7149 S. MARTIN LUTHER KING DR CHICAGO
Illinois 60637 [Zip Code] ("Property Address");

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

Amended 6/91
2006(IL) 04060

VMP MORTGAGE FORMS 1009971 7291

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[Street, City]



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borrower shall promptly discharge any claim which has priority over this Security Instrument unless otherwise set forth in this instrument.

If borrowers make payments directly, bondholders still receive interest or principal payments, but they do not receive the underlying assets.

4. **(Urgent) Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of liens or other claims against

third, to interests due to family or personal debt and last, to any late changes due under the Note.

3. Application of Premiums. Unless otherwise provided by law, premiums received by Lender under partnerships

of the Property, shall apply any funds held by Landlord at the time of acquisition of said as a credit against the amounts secured by funds held by Landlord. If, under paragraph 2, Landlord shall acquire or sell the Property, Landlord prior to the acquisition of said

twelve months previous, at tender's sole discretion.

If the funds held by a creditor exceed the amounts permitted to be held by applicable law, a creditor shall be entitled to recover the amounts held by the creditor in excess of the amounts permitted to be held by applicable law.

den to the funds we pledged as additional security for all sums received by this Settlement instrument.

Extreme lengths of adolescence in secondary care with application laws.

2. Friends for Taxes and Insurance are due under the Note, until the Note is paid in full, a sum of "Friends" for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly easement payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, (e) yearly coverage insurance premiums, if any, and (f) any sums payable by borrower to lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These liens are called "Lienor liens." Lender may apply to any court, collector and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may retain for borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, [2 U.S.C., Section 2601 et seq. ("RESPA")], 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.

principled or and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

This site offers a structured curriculum for students to learn how quantum mechanics works using variables by first defining a uniform security instrument covering real property.

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

To get a better understanding of the implications now or hereafter attached to the property, and in cases where, upon purchases, fixtures now or hereafter a part of the property All repudiations 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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14. Notes: Any note to formular provided for in this Deed may be given by the grantor in writing or by telephone despatched by notice to the latter shall be given by first class mail to

previously mentioned under the Note.

13. **Joint Charges.** If the joint services by this **Secondly instrument** is subject to a law which sets maximum joint charges, and that law is finally interpreted so that the interests of other joint charges collected or to be collected in connection with the joint exceed the permitted limits, then (a) any such joint charge shall be reduced by the amount necessary to reduce the joint exceed the permitted limits, then (b) any such joint charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (c) any sum ultimately collected from borrower which exceeded permitted limits will be repaid in full.

12. Sequences and Asymptotic Domains and Sequences This section and subsections and applications of this

Received by this Security Department, whether or not it is used.

If the property is abandoned by the owner, or if, after notice by Landlord that the condemned offers to make an award of settle a claim for damages, the owner fails to respond to Landlord within 30 days after the date the notice is given, Landlord is authorized to collect and apply the proceeds, at his 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 sum secured by this Security instrument whether or not the sum is then due. Whether or not such date, with any excess paid to the owner, in the event of a partial taking of the Property in which the sum which is held to pay the Property immediately before the taking is less than the amount of the sum secured by this instrument, unless the holder of the instrument has agreed otherwise in writing, the sum so held shall be applied to the sum secured by this Security instrument whether or not the sum is then due.

10. (Assignment). The proceeds of any award or claim for damages, due to contamination, 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. Inspector, Landlord or his agent may make reasonable inspections upon and inspections of the property; Landlord shall give

The permanent legislature insinuates in clause 10 that it is to provide a basis for the application of the principles laid down in paragraph 10 of the constitution.

cost to Borrower of air mileage or air mileage prevailing in effect, from an alternate mileage route acceptable to Lender. If such alternative route is not available, Borrower shall pay to Lender, if Lender has been unable to find an alternate route acceptable to him, the amount of the difference between the mileage prevailing in effect and the mileage prevailing in effect on the route selected by Lender.

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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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Form 301A 8/80

of any covenant or agreement in this Security Instrument that purports to accelerate under paragraph 17 unless
21. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach
NON-UNIFORM COVENANTS. Lender and Lender's signature below are as follows:

relative to herself, ready to execute and deliver this instrument.
This paragraph 20, "Acceleration Law," means federal law and laws of the jurisdiction where the Property is located that
pertinences and heretofore, willfully neglect, interfere with or obstructs or tends to interfere with the performance of
lender's duties and obligations, including, but not limited to taxes, payment of debts, insurance premiums, taxes
Acceleration Law and the following paragraphs. As used in
any loan or other transaction of any kind whatsoever, if necessary, Borrower, shall personally take
and removed or other removal of any fixtures and equipment the Property is necessary, Borrower, shall personally take
of which Borrower has actual knowledge. If Borrower leases, or is entitled by any power of attorney, that
borrower shall pay all expenses of private party involving the Property and any fixtures and equipment of every kind
Acceleration of remedies after any default or non-payment of any sum due under this Note or any other provision of
Borrower shall personally give lender notice of any investigation, claim, demand, cause of action by any
residential uses and to maintenance of the Property.

source on the Property of such fixtures of fixtures and equipment that are necessary to be appropriate to normal
property that is in violation of any law, Borrower shall not do, nor allow any one else to do, any thing affecting the
fixtures and equipment on or in the Property. Borrower shall not do, nor allow any one else to do, any thing affecting the
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any
unreasonable reparation by applicable law.

address of the new loan servicer and the address to which payments shall be made. The notice will also contain any other
given written notice of the loan servicer intended to a sale of the Note, notice to pay the sum secured by
or more changes of the loan servicer, that collects monthly payments due under the Note and this Security Instrument, Borrower will be
as the "Loan Servicer," that collects monthly payments due under the Note and this Security Instrument, notice also may be given
(notarized) may be served one or more times without prior notice to Borrower. A copy may result in a change in the entity holding
19. Sale of Note. If any of Lender's successors, title or a party interested in the Note agrees in writing (notarized) with this security
not apply in the case of acceleration under paragraph 17
affidavits executed hereby shall remain fully effective as if no acceleration had occurred. However, this right to retain
this security instrument shall continue, if upon retention by Borrower, this Security instrument and the
loan of this security instrument, Lender's rights and (d) makes any payment to pay the sum secured by
liquidating, but not limited to, non-negotiable drafts, fees, and (e) expenses incurred in enforcing this security instrument,
Lender will sum which this would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)
Security Instruments; or (b) entry of judgment against this Security Instrument, these conditions are that Borrower (a) pays
applicable law may apply to such instrument before sale of the property pursuant to any power of sale contained in this
acceleration of this Security instrument in any time prior to the earlier of: (a) 5 days of such acceleration
18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have
permitted by this Security instrument further notice or demand on Borrower.

Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy
less than 60 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not
of this security instrument.

Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date
Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this
is sold or transferred to a beneficiary in trust or a charitable organization, if all or any part of the property of any interest in it
17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Note or any interest in it
16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security instrument
to be severable.

unless otherwise provided, to the extent that the provisions of this Security instrument and the Note are determined
provision, to this end the provisions of this Security instrument and the Note are determined
provisions with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be
granted in writing the Property is leased, in the event that any provision to clause of this Security instrument or the Note
Security instrument shall be deemed to have been given to Borrower or Lender within given is provided in this paragraph.
Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this
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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.

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 boxes)

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Others (specify) | |

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:

(Seal)

FREDDY CORNELIOUS

Borrower

DEBRA J. MARIONNEAUX-CORNELIOUS

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS,

6/06-

County ss:

I, THE UNDERSIGNED,

, a Notary Public in and for said county and state do hereby certify

that

Freddy Cornelious And Debra J. Marionneaux-Cornelious

, personally known to me to be the same persons) whose names(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / she
signed and delivered the said instrument as

Given under my hand and official seal, this

My Commission ExPIRES OFFICIAL SEAL"

JOSETTE M. BAILEY

Notary Public, State of Illinois

My Commission Expires 11/19/06

Notary Public

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