

# UNOFFICIAL COPY

9636630

Prepared by: TANNY TERRELL  
CREDICORP, INC.  
4520 W. LAWRENCE  
CHICAGO, IL 60630

DEPT-01 RECORDING \$31.00  
T00014 TRAN 5994 06/06/95 13:13:00  
\$4782 + JW #95-364839  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

95050304 SWS

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

MAY 23, 1995

The mortgagor is

LARRY DOUGLAS AND DOROTHY DOUGLAS, HIS WIFE, AS JOINT TENANTS

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

which is organized and existing under the laws of  
address is 4520 W. LAWRENCE AVENUE  
CHICAGO, IL 60630

THE STATE OF ILLINOIS

, and whose

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

THIRTY THREE THOUSAND SIX HUNDRED SIXTY NINE AND NO/100— Dollars (U.S. \$ 33,669.00).  
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 27, 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:

THE NORTH 1/2 OF LOT 6 IN GRANTS ADDITION TO CHICAGO IN SECTION  
23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

PIN # 16-23-223-032

9636630

which has the address of 1526 S. ST. LOUIS CHICAGO (Street, City).

Illinois 60623

(Zip Code) ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

VMP 2006(IL) (9498)

Amended 8/91

VMP MORTGAGE FORMS 1-800-621-7291

Printed on Recycled Paper Page 1 of 8 Initials: *S.S.*



31<sup>60</sup>  
88  
D.C.

88714

# UNOFFICIAL COPY

However, shall property disqualify instrumentality property over this land which has priority over this security interest and any lien which may attach prior to it when the instrumentality property is subject to a lien which may attach prior to or under determinations that any part of the property is subject to a lien which may attach prior to this security instrument.

3. ("largest") firms, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property.

1 and 2 shall be applied; first, to any preparatory charges due under the Note; second, to amounts payable under paragraph 2;

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by the sender under paragraphs 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2069, 2070, 2071, 2072, 2

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquisition of sale of the Property, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sum secured by

time is not sufficient to pay the tax now, he must defer it, because there is no more time left to pay his debts.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall return to Borrower for the excess funds in accordance with the requirements of applicable law, if it is the amount of the funds held by Lender in any event to the Lender's satisfaction.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including I under, if I under is such an institution as in any Federal Home Loan Bank, I under shall apply the Funds to pay the Federal Home Loans I under may not charge Borrower for holding and applying the Funds, initially analyzing the escrow account, or verifying the escrow funds, unless I under pays Borrower an interest on the Funds and applicable law permits I under to make such a charge. However, I under may require Borrower to pay a one time charge for an independent real estate tax reporting service used by I under in connection with this loan, unless applicable law provides otherwise. Unless an escrow agent is used or applied for by I under, I under shall apply the Funds to pay the escrow fees.

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments under on the Property, if any; (c) yearly hazard or property insurance premiums (if yearly flood insurance premiums, or ground rents on the Property, if any); (d) any sums payable by Borrower to Lender, in accordance with any, (e) yearly workers' compensation premiums, if any; and (f) any sums due on the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and insurance premiums, if any, and (b) the amount of funds due on the basis of current data and reasonable estimates of expenditures of future losses or otherwise in accordance with applicable law.

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.

**CHIOTRIUM COTYLEDONATIS.** Borthower and Landwehr cover their and give the following:

**THIS SECTION IS STRICTLY INSTRUMENTAL** combines uniform guidelines for editorial use and non editorial guidelines with limited exceptions by individuals or entities who have been granted government authority.

**BORKOWSKI & COFFEEHAN'S** claim Borrower is liable only because of the erratic energy consumption and has no right to mitigate.

100% of the premium will be withheld until the underwriter receives payment in full.

# UNOFFICIAL COPY

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, 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; Leases.** 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

# UNOFFICIAL COPY

Page 4 of 9

Form 3014 8/00

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or by the Note.

14. Notes. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing preparation charge under the Note.

15. Lender. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument of the Note without limit to borrower. However, if a refund reduces principal, the reduction will be treated as a partial prepayment without any fee.

Borrower, Lender may choose to make this refund by reducing the Note or by making a direct

to the permitted limit and (d) any sums already collected from Borrower which exceed permitted limits will be refunded to loan exceed the permitted limits, then (e) any such loan charge shall be reduced by the amount necessary to reduce the charge and this law is fairly interpreted so that the intent of either loan charges collected or to the collection in connection with the

and this law is fairly interpreted so that the intent of either loan charges collected or to the collection in connection with the

make any accommodations with regard to the terms of this Security Instrument of the Note without limit to borrower.

sueered by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to pay the sum

Borrower's interest in the Property under the terms of this Security Instrument (d) is not personal liability obligable to pay the sum

Instrument but does not exceed the Note (e) is to satisfy this Security Instrument only to the extent and convey due

paragraph 17. Borrower's covenants and agreements shall be final and severable. Any Borrower who ceases this Security

Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound Joint and Several Liability. The covenants and agreements of this

exercise of any right or remedy.

successors in interest. Any obligation by Lender in exercising any right to satisfy shall not be a waiver of or preclude the

successors secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's

compliance proceedings against any successor in interest or release of estate to the person or entity which succeeded to

not operate the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to

of amortization of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released From Lender by Waiver. Extension of the time for payment of indebtedness

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

securer by this Security Instrument, whether or not this act

Lender is authorized to collect and apply the proceeds, as its option, either to satisfaction of report of the Property or to the sum

want or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given,

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condenser offers to make an

be applied to the sum secured by this Security Instrument whether or not the sum due.

lacking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property intact unless before the taking is less than the amount of the sum secured immediately before the further

before the taking. Any balance, shall be paid to Borrower in the event of a partial taking of the Property in which the further

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

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following formula to the total

Security Instrument to immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by

market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by this

whether or not due date, with any excess paid to Lender in which the Property in which 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,

shall be paid to Lender.

10. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby suspended and

condemnation or other taking of any part of the Property, or for claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifically for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurable funds in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to insure an insurable insurance in effect, or to provide a loss reserve, until the premium for non-insurable

that Lender receives provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay

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

be in effect, Lender will accept, use and retain these premiums as a loss reserve in lieu of insurance coverage. Loss reserve

one-twelfth of the yearly insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

substantially equivalent insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

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

95364S9

# UNOFFICIAL COPY

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 attorney's 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

# UNOFFICIAL COPY

Form 3014 9/90

Page 6 of 6

Given under my hand and affidavit, this day of **October 14, 1998**,  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **✓ he X**,  
(personally known to me to be the same person(s) whose name(s)  
My Commission Expires: **November 14, 1998**  
Notary Public, State of California  
My Commission Expires: **November 14, 1998**  
Notary Public

## LARRY DOUGLAS AND DOROTHY DOUGLAS, HUSBAND AND WIFE

(1) THE UNDERSIGNED

STATE OF ILLINOIS,

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

(County of)

COOK

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
**S-23-98**

Borrower  
**5-20-98**

- Witnesses:  
in any riders) executed by Borrower and recorded with it.
- BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the contents 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]  Admissible Katie Rider  Conditional Katie Rider  Family Rider  Second Home Rider  
 Creditable Pay intent Rider  Planned Trust Rider  Biweekly Payment Rider  V.A. Rider  
 Holdon Rider  Rate Improvement Rider  Other(s) [Specify]

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  
including, but not limited to, reasonable attorney's fees and costs of title evidence.
21. In addition, Lender shall be entitled to collect all expenses incurred to pursue this instrument by funds deposited  
secured by this Security Instrument without further demand and may foreclose this Security Instrument in full or all sums  
of before the date specified in the note, Lender, in its option, may require immediate payment of the sum  
non-extinction of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on  
failure Borrower to remit the acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further  
(d) After failure to cure the default on or before the date specified in the note may result in acceleration of the sum  
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) the date the note becomes due and payable.