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DEPT-01 RECORDING \$31.00
T40012 TRAN 4620 06/12/95 14:25:00
\$2955 + J.J #95-379690
COOK COUNTY RECORDER

Prepared by: *+ Mail To:*
EQ FINANCIAL, INC.
117 N. JEFFERSON STREET
CHICAGO, IL 60661

[Space Above This Line For Recording Data]

MORTGAGE

333

THIS MORTGAGE ("Security Instrument") is given on 6-5-95

ELAINE P. HARRIS A SPINSTER

The mortgagor is

("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 TWENTY FIVE THOUSAND AND 00/100-----

Dollars (U.S. \$ 25,000.00)

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 6-9-2010 . 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:

PARCEL 1:

LOT 18 IN WYSTERIA, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS OVER OUTLOTS 89 AND 90 FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN EASEMENT IN EASEMENT, RECORDED AS DOCUMENTS NUMBER 91053222 AND 91053223 p.i.n.32-18-315-018-0000

THIS IS A SECOND MORTGAGE SUBJECT TO MORTGAGE DOC #95065585

which has the address of 212 WYSTERIA DR [Street, City],
Illinois 60461 [Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA-FHLMC UNIFORM

INSTRUMENT Form 3014 9-90

Amended 5-91

LMP -2006(IL) 09400

LMP MORTGAGE FORMS 800-521-7291

Printed on Recycled Paper

Page 1 of 6

Initials

EPN

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QW/G - P10E (000)

bottomwater drift pneumonia, dislodging any remaining debris particles away from secondary limestone structures through which air passes in

As a consequence, I argue, Borrower shall bear all taxes, assessments, charges, losses and expenses attributable to the Property, except those taxes which are the responsibility of Seller.

The amount of capital required to support a particular level of risk will depend upon the type of capital and the nature of the business.

Upon payment in full of all sums secured by this security instrument, Lender shall promptly return to Borrower or his Securitization Trustee all sums received by Lender as a result of the acquisition of said funds secured by the foregoing, shall apply any funds held by Lender at the time of acquisition of said funds to the payment of the principal and interest due on the notes and other obligations of the Borrower to Lender, prior to the application of said funds held by Lender to the payment of any other obligations of the Borrower to Lender.

If the funds held by Landers exceed the amounts permitted to be held by Landers under applicable law, Landers shall account to Horntower for the excess funds in accordance with the requirements of applicable law, in the amount of the Funds held by Landers in any case where the Fund is not sufficient to pay the same when due, Landers may so notify Horntower in writing, and, in such case Horntower shall pay to Landers the amount necessary to make up the deficiency. Horntower shall make up the deficiency in no more than twelve months following, at Landers sole discretion.

2. Funds for Taxes and Insurance, subject to applicable law insofar as it applies to the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for (b) yearly property premiums of or premium on the Note, until the Note is paid in full, a sum ("Funds") for (c) yearly insurance premiums (d) yearly flood insurance premiums if any; (e) actual depreciation 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 mortgage insurance premiums. These items are called "Fees and Items." Under this, at any time, Lender may collect and hold funds in an amount not to exceed the maximum amount a Lender for a federal related indebtedness to the U.S.A., Section 2601 of the "RESPA," unless otherwise provided below.

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.

The state's first essay test, which contains questions on the history of the state, is designed to measure the student's knowledge of Oklahoma government and its institutions.

and will defend, protect and defend the Property against all claims and demands, except for contributions of record, from overwriters general and every other person, and shall the Property be diminished or destroyed, except for contributions of record, from overwriters

LOCATE THEIR ASSETS IN THE IMPROVEMENTS AND OR HEREDITARY PROPERTY, AND ALL THE ASSESSMENTS, APPURTENANCES, AND FIXTURES OWN OR HEREDITARY A PART OF THE PROPERTY. ALL REPAIRS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE HEREDITARY PROPERTY IS HEREBY RELEASED TO THE SELLERS 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 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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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery to the last address filed to be the permanent address of Borrower. Any notice of events shall be given by the last address filed to be the permanent address of the mortgagor.

17. Form e-mail message addressed to the form as outlined by this section. Insertion will be made in accordance with the procedures set forth in paragraph 16.

12. Successors and Assigns; Joint and Several Liability; Covenants and Agreements of this
Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of
paragraph 17. Borrower's successors and assigns shall be joint and several. Any Person who acquires this Security
Instrument by virtue of a conveyance and agreements shall be liable and severable. Any Person who acquires this Security
Instrument but does not execute the Note (d) is to sign the Security Instrument only in his capacity as trustee, agent and attorney for
Borrower's interest in the Property under the Note. (d) is to sign the Security Instrument only in his capacity as trustee, agent and attorney for
Borrower and to this Section (d) and any other provision of this Note which purports to apply to the Note without the following
provision.

11. Borrower Not Responsible for Breach of Security Instrument. Retention of the title for payment or modification of amounts due by Borrower Not Responsible for Breach of Security Instrument. Any borrower in default in exercising any right to remedies shall not be a waiver of preexisting sweepstakes in interest. Any borrower by itself or by its securities instrument may terminate any right to remedies shall not be a waiver of preexisting sweepstakes in interest.

Under this Security Instrument, whether or not it has been recorded, the 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 of clause the amount of such payments.

If the property is abandoned by both men or if, after notice by Lender to Borrower that the nondemand offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 10 days after the date the notice is given, Lender is authorized to collect and apply the proceeds of his option, either to restoration or repart of the property or to the sum

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 there are any excess paid to the owner, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the sums secured by this Security instrument, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be applied to the sums secured by this Security instrument whether or not the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security instrument.

notoverse we made in the time of or prior to an inspection specifically reserves cause for the inspection.

9. Inspection: Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give

obtain coverage subsequently equivalent to the mortgagor insurance previously in effect, at a cost substantially equivalent to the premium paid by Lender. If

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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 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

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Navy Public Studio of Millions

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Wendy J. Novakino, SP

Personally known to me to be the same person as who gave him his personal identification number, application before me this day in person, and is now before me.

CHARLES HARPER, A SPINSTER

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STATE OF ILLINOIS. THE UNDERSTATED
COURT COUNTY ASST. COUNTY PROSECUTOR AND SAYS DO NOTIFY PUBLIC IN AND OUTSIDE COUNTY AND SAYS DO NOTIFY COUNCIL

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Lesson 10

LOWE
(PDS)

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WATSON P. HARRIS

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

23. Riders of this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covernents and agreements of each such rider shall be incorporated into and shall stand and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.

(e) a due date, not less than 30 days from the date the notice is given to Borrower, by which the default is apprehended law provides otherwise; The notice shall specify: (i) the default specified in the notice to Borrower to cure the default; (ii) the date failure to do so will result in the default becoming and stay of the property; (iii) the notice shall be given to Borrower, by which the default must be cured; and (iv) that failure to do so will result in the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, for collection by judgment proceeding and sale of the property. The notice shall further state that the default on or before the date specified in the notice to Borrower, by which the default must be cured; and (v) that failure to do so will result in the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, for collection by judgment proceeding and sale of the property. The notice shall further state that the default on or before the date specified in the notice to Borrower, by which the default must be cured; and (vi) that failure to do so will result in the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, for collection by judgment proceeding and sale of the property.