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being re-recorded to record under electronic system
MFM RECORDED MAIL TO
First City Financial Services, Inc.
750 19th Street
PO Box 275
Oakland Park FL 33462

5613707

DEPT-01 RECORDING 121.00
100009 TRAM 1173 02/21/01 \$1173.00
09470 & 094 - 06 - 13070
COOK COUNTY RECORDER

56-504345

Property of Cook County Office

Space Above This Line For Recording Data

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 02-13-01 by
CLAUDE E MITCHELL AND CHERIE MITCHELL, HIS WIFE
The mortgage is
whose address is 3620 S Oglesby Ave Chicago, IL 60617
Borrower's This security instrument is given to First City Financial Services, Inc. which is
organized and existing under the laws of the State of INDIANA and whose address is
750 19th Street
PO Box 275
Oakland Park FL 33462
Lender's Borrower
under Lender's principal note of First City Financial Services, Inc. dated 02-13-01
("Note"), which provides for monthly payments, with the full term, if not paid earlier, due and payable on
02-01-2010. The Security Instrument secures to Lender (a) the repayment of the debt evidenced by the
Note, with interest, and all renewal, extensions and modifications of the Note, (b) the payment of all other loans, with interest,
advanced under paragraph 7 to protect the security of this Security Instrument, and (c) in furtherance of Borrower's covenants
and agreements under this Security Instrument and the Note. For this purpose, Borrower hereby mortgages, grants and conveys
to Lender the following described property located in Cook County, Illinois

See attached for legal description

MAIL TO BOX 35

which has the address of 3620 S Oglesby Ave Chicago, IL 60617
("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all attachments, appurtenances, and
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.
All of the Property is referred to in this Security Instrument as the "Property".

SUBORDINATED COVENANTS Lender hereby acknowledges that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and
will defend against the title to the Property against all claims and demands, subject to any encumbrances as of record.

THE SECURITY INSTRUMENT contains arbitrary covenants for national use and has arbitrary provisions with limited
exceptions by introduction to constitute a uniform security instrument covering real property.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due the principal
of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender
on the day monthly payments are due under the Note, and the Note is paid in full, a sum ("Funds") for (a) property taxes and
assessments which may take priority over this Security Instrument on all of the Property, (b) yearly household payments for
ground rents on the Property, if any; (c) yearly household payments for fire insurance, (d) yearly fire insurance premiums, if
any; (e) yearly mortgage insurance premiums, if any; (f) all other payments due by Borrower to Lender, in accordance with the

ILLINOIS Single Family - Public Non-Profit Not NOTARIZED INSTRUMENT

Print 2010 0101 (page 1 of 0 pages)
\$ 4.00

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• R DEPT-11 TURNERS
• 425.00
• 140015 TRAM 4286 07/01/96 13:03:00
• 47539 CT #96-504345
• COOK COUNTY RECORDER

Continued

PRIMA/FIDELIC MORTGAGE
(Continued)

Page 5 of 6

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend in payment to the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 1 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 insured by this Security Instrument (hereinafter referred to as the "proceeds").

6. **Covenants, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Occupancy.** Borrower shall occupy 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 covenants shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, or allow the Property to deteriorate or become waste on the Property. Borrower shall be in default if any such action is proceeding, whether civil or criminal, in regard to the Property which in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien of this Security Instrument or Lender's security interest. Borrower may cure such a default and maintain, as provided in paragraph 12, by causing the action or proceeding to be discontinued with a ruling that, in Lender's good faith determination, precludes recovery 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 term of this Security Instrument, gave materially false or misleading information or assurances to Lender (or failed to provide Lender with any material information) in connection with the application for this Security Instrument, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a household, Borrower shall comply with all the provisions of the lease. If Borrower is on the title to the Property, the household and the fee title shall not change unless Lender agrees in writing.

7. **Protection of Lender's Rights in the Property.** If there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for civil forfeiture or forfeiture or to enforce liens or regulations, then Lender may do such things 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 costs incurred by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and retaining on the Property to make repairs. Although Lender is not bound by this paragraph 7, Lender does not have to do so.

Any amount 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, such amounts shall be repaid from the date of disbursement at the then prevailing rate and shall be payable, with interest, upon notice from Lender to Borrower's responding payee.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making a loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect, or, in any event, the mortgage insurance coverage required by Lender in case or event to be in effect, Borrower shall pay the amount required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equal to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum which is one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the comparable mortgage interest is in effect. Lender will accept, use and retain these payments as a lien against the Property. Lender may, at its option, require, at the option of Lender, if mortgage insurance coverage for the amount and for the term of the mortgage provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the amount required to maintain mortgage insurance in effect, or to provide a lien against the Property, until the replacement mortgage insurance coverage is obtained, in accordance with any written agreement between Borrower and Lender as applicable.

9. **Inspection.** Lender or its agent may make reasonable casual visits and inspections of the Property. Lender shall give Borrower notice of the time or prior to an inspection specifying reasonable times for the inspection.

10. **Contributions.** The proceeds of any covered claims for damage, theft or consequential, in connection with the construction or other taking of any part of the Property, or the occupation in fact of construction, are hereby assigned and shall be paid to Lender.

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 then due, with any excess paid to Borrower. 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 (hereinafter referred to as 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 proceeds established by the following formula: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is damaged or destroyed, the Borrower shall be liable to the Lender for the amount of the loss or damage, less any insurance proceeds received by the Borrower, and the Lender shall be entitled to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds in principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 7 or change the amount of such payments.

12. Borrower Not Released; Forfeiture by Lender Not a Waiver. Payment of the time for payment or modification of any obligation secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to continue periodic payments against any successor in interest or refuse to extend time for payment or otherwise modify obligations of the sums secured by this Security Instrument by reason of any default made by the original Borrower or Borrower's successors in interest. Any failure by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. Successors. At Lender's Option; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and be binding on successors and assigns of Lender and Borrower, subject to the provisions of paragraph 1. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument that does not own the Property: (a) is co-signing this Security Instrument as a guarantor, grant and acceptor of the Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and other Borrowers may agree to extend maturity, advance or make any accommodations with respect to the terms of this Security Instrument in the future without the Borrower's consent.

14. Loan Charges. If the Loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges subject to or to be collected in connection with the loan are to be reduced below the maximum permitted amount, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted amount; and (b) any sums already collected from Borrower or which exceeded permitted limits will be refunded to Borrower. Lender hereby agrees to make this refund by reducing the principal amount under the Note or by making a direct payment to Borrower. If a refund is not made, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

15. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 or provided to this paragraph.

16. 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 and 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.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest to Borrower. If all or any part of the Property or any interest in it is sold or transferred to a beneficial interest in Borrower or 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 or if the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of exercise. The notice shall provide a period of 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 those sums prior to the expiration of this period, Lender may invoke any remedy then available under this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Substitution. If Borrower must obtain conditions, Borrower shall have the right to have substitution of the Security Instrument documented at any time prior to the expiration of: (a) 30 days for such other period as applicable law may require; or (b) the period of time for which the Property remains in the hands of the Borrower. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no substitution had occurred; (b) pays 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 Lender may reasonably require to assure that the terms of this Security Instrument, Lender's rights to the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain unimpaired. Upon substitution by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no substitution had occurred. However, this right to substitute shall not apply in the case of a substitution with paragraph 17.

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(Check applicable boxes):

- Adjustable Rate Rider
- Cashout Refinance Rider
- Escrow Rider
- Fixed Rate Rider
- Guaranteed Payment Rider
- Home Equity Rider
- Interest Rate Rider
- Loan-to-Value Rider
- Non-Recourse Rider
- V.A. Rider
- Other(s) (specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this second instrument and in any other(s) attached by Borrower and recorded with it.

Witness:

[Signature]

[Signature]
CLAUDE E MITCHELL

[Signature]

[Signature]

STATE OF ILLINOIS CLERK

I, THE UNDERSIGNED, a Notary Public in and for the State of Illinois, do hereby certify that CLAUDE E MITCHELL AND CLBO MITCHELL, HIS WIFE personally appeared to me to be the same persons whose names are subscribed to the foregoing instrument appearing before me this day of February, and acknowledged that he-sh/they signed and subscribed the said instrument as his/her best free and voluntary act, for the uses and purposes therein set forth.

(State under my hand and official seal, this 11/10/97 day of FEBRUARY, 1997.)

Notary Commission Expires on: 11/10/97

This instrument was prepared by DUNNAY PARKER

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LEGAL DESCRIPTION RIDER
FOR

9620 S. OGLESBY, CHICAGO, IL 60617

LOT NINETEEN (19) IN BLOCK K (11) IN MARIONETTE MANOR FIRST
ADDITION BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE
NORTHEAST QUARTER OF SECTION TWENTY (22), NORTH OF THE 36-1/2
BOUNDARY LINE, TOWNSHIP THIRTY SEVEN (37) NORTH, RANGE FOUR (4)
EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF
REGISTERED IN THE OFFICE OF THE REGISTRAR OF DEEDS AS DOCUMENT NO.
119845.

COMMONLY KNOWN AS 9620 S. OGLESBY, CHICAGO, IL 60617

PIN 25-12-231-028

COOK COUNTY RECORDS
CLERK'S OFFICE
15072
JAN 17 1988

9620 1345

11/23/88

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DEPT-11 TORRENS
140015 TRAN 4286 07/01/96 13103100
CT * 96-00434
COOK COUNTY RECORDER

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COOK COUNTY, IL