

UNOFFICIAL COPY 96677678

DEPT-01 RECORDING \$33.50
T#0004 TRAN 5780 09/05/96 14:41:00
#5569 + LM *-96-677678
COOK COUNTY RECORDER

33.50

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **August 10, 1996**

The mortgagor is **Helen White, divorced and not since remarried**

The South Shore Bank of Chicago

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

which is organized and existing under the law of **Illinois**

, and whose address is

**7054 South Jeffery
Chicago, Illinois**

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

Thirteen Thousand One Hundred Sixty Eight & 00/100-----

Dollars (U.S. \$ 13,168.00-----). 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

August 20, 2001. 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 53 (except that part taken for alley and and except the North 80 feet thereof in Division 2 in Westfall's Subdivision of 208 acres in the East 1/2 of the Southwest 1/4 and the Southeast Fractional 1/4 of Section 30, Township 18 North, Range 15, East of the Third Principal Meridian. ALSO The North 20 feet of Lot 30 in Woodruff's 2nd Addition to Cheltenham being a subdivision of Lots 49,50, 51, 52, 54,56, 58 and 60 in Division 2 in Westfall's Subdivision.

PIN: 21-30-330-010

Jeffery Blvd.
IL 60649

which has the address of

Illinois

(Zip Code)

[Street] **7839 South Saginaw Avenue** [City] **Chicago**
("Property Address")

60649

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1876 (9408)

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Form 3014 9/90

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26001-45519-7



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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 for which Lender requires insurance. This insurance shall be maintained in the amounts and

Borrower shall prominently disclose any loan which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the loan in a manner acceptable to Lender; (b) conveys in good faith the loan by, or deems it necessary to repossess all or part of the loan in, legal proceedings which in the lender's opinion operate to prevent the enforcement of the loan; (c) seizes from the holder of the loan an assignment satisfactory to Lender; (d) makes a bona fide disclaimer of the loan in, legal proceedings which in the lender's opinion operate to prevent the enforcement of the loan; (e) transfers the loan to another person or persons who have priority over the security instrument.

4. Changes; Lenses. Borrower shall pay all taxes, assessments, charges, fines and impulsive sums distributable to the property which may accrue over this Security interest, and lescheid payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender notices of nonpayments to be paid under this paragraph. If Borrower makes these payments already, Borrower shall promptly furnish to Lender receipts evidencing this payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Section b) of this Security Instrument:

Payments in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any sums held by Lender at the time of acquisition of title as a credit against the sums due of the Property. shall apply any funds held by Lender at the time of acquisition of title as a credit against the sums due of the Property. If, under paragraph 2, Lender shall acquire or sell the property, Lender, prior to the acquisition or Funds held by Lender, shall apply any funds held by Lender at the time of acquisition of title as a credit against the sums due of the Property.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the Secured Institutions for the excess.

2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly lesathold premiums of found rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage 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 "Tax and Insurance Items". Lender and hold Funds in an amount not to exceed the maximum amount a lender is entitled to receive under the terms of the Note.

1. Payment of Principle and Interest: Payment 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.

This six month study will examine the following areas of research:

will defend generally the title to the property against all claimants and demands, subject to any

BORROWER COVENANTS. All of the foregoing is intended to be set forth in this security instrument as the primary instrument. All of the foregoing is intended to be set forth in this security instrument as the primary instrument.

TOGETHER WITH all the improvements now or hereafter erected on the property. All improvements and additions shall also be covered by this Security and fixtures now or hereafter a part of the property.

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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, 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 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 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 proceeds multiplied by the following fraction: (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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized 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 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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums 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 commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The 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 covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that 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 any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. 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 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

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(Satisfied & for filing)

6. Occupancy, trespass, alienation, maintenance and protection of the Property; Borrower's loan application; leasehold, or unless otherwise agreed, unless Lender otherwise agrees in writing, which consent shall not be given for any year after the date of occupancy, unless Lender's consent shall not be given for any year after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for as long as Borrower shall occupy, except that Lender may terminate the leasehold interest of Borrower in the Property if Borrower fails to pay the rent when due or commits any other breach of the leasehold agreement.

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend a balance due under this Note and shall pass to the extent of the sums secured by this Security Instrument prior to the acquisition of the property by Lessee or Borrower's right to any insurance policies and proceeds resulting from damage to the property.

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21. **Accession; Remedies.** Borrower and Lender further agree as follows:

NON-UNIFORM CONTRACTS. Borrower and Lender further agree as follows:

unless 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; b. 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 remit late after acceleration and the right to assert in the foreclosure sale of the property. The notice shall be given in writing to the Borrower at the address set forth in the instrument or by certified or registered mail, return receipt requested, to the Borrower's last known address, or to the address of the Borrower if the Borrower has furnished a new address to the Lender. If the Borrower has furnished a new address to the Lender, the notice shall be given to the new address. The notice shall state the amount of the sum due and unpaid, the date when it became due, and the amount of interest accrued thereon. The notice shall also state the name and address of the Lender.

22. **Release.** Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

residential uses and to maintain the Property.

Subject to the Property of said defendants of Hazards Substances that are generally recognized to be appropriate to normal sitings on the Property of any investigation, claim, demand, award or other action by any Borrower shall promptly give to the Borrower notice of any investigation of the Property.

Government or regulatory agency or private party involving the Property and any Hazardous substances of any nature, including Borrower has actual knowledge of or is notified by any government agency or regulatory authority, law of which Borrower has actual knowledge of Borrower learns, or is notified by any government agency or regulatory authority, that any removal or other 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: volatile solvents, organic solvents, asbestos or asbestos containing materials, formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the state/district where the Property is located that relate to health, safety or environmental protection.

19. Sale of Notes: Change of Loan Servicer. The Note or a partial interest in the Note is transferable with this Security instrument, may be sold only to those persons without prior notice to Borrower or 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 mentioned to a side 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 is still be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause of permit the presence, use, disposal, storage, or the case of any hazardous substance, Borrower shall not allow any one 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 of hazardous substances that are specifically excluded by the environmental laws.

applicable law may specify for remittances); before sale of the Property pursuant to any Power of Sale contained in this Security instrument; or (b) entry of a judgment entitling this Security instrument. Those conditions are the final trigger for payment under all loans which when made would be due under this Security instrument and the Note is; the acceleration had occurred;

