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Prepared by: R. RODRIGUEZ
CREDICORP, INC.
4520 W. LAWRENCE AVE.
CHICAGO, IL 60630

: DEPT-11 TORRENS \$31.50
: T#0013 TRAN 1346 01/11/96 13:33:00
: \$4192 > CT *-96-030319
: COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 8, 1996** . The mortgagor is
OLIE BAILEY, A WIDOWER, NOT SINCE REMARRIED

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

which is organized and existing under the laws of **THE STATE OF ILLINOIS** , and whose
address is **4520 W. LAWRENCE AVE., CHICAGO, IL 60630**

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

THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ **13,500.00**).
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 **JANUARY 15, 2012** .
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 12, (EXCEPT THE SOUTH 1/2 THEREOF), AND LOT 13 IN WILSON AND COOLEY'S SUBDIVISION OF BLOCK 3 IN SMITH'S ADDITION TO MAYWOOD, SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN COOK COUNTY, ILLINOIS.

PIN #: 15-10-407-013

which has the address of
Illinois **60153**

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
Initials: **DTS**, INSTRUMENT Form 3014 9/90
Amended 5/91
2008 (IL) 19502
Page 1 of 8

218 S. 9TH AVE.

[Zip Code] ("Property Address");

MAYWOOD

[Street, City].



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in writing to the assignment of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender absolving the lien to the satisfaction of the holder of the lien, or (d) conveys his interest in the property to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the obligee in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them in any, Borrower shall pay which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay which may be applicable law.

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, times and impossibilities attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid by Lender under paragraph 2; 3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any sum secured by this Security Instrument.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Lender in accordance with the requirements of applicable law, Lender shall account to Borrower twelve monthly payments, at Lender's sole discretion, shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months held by Lender to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each used by Lender in connection with this loan, unless applicable law provides otherwise; unless an agreement is made or for the excess Funds in accordance with the requirements of applicable law, Borrower shall not be required to pay Borrower a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate law reporting service covering the Escrow items, unless Lender pays Borrower any interest on the Funds and applicable law permits Lender to make such charge. If Lender is not satisfied with the Escrow items or any provision of the Funds, annually and paying the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually and paying the escrow account, (including Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the (including Lender, if Lender is such an agency, instrumentality, or entity

The Funds shall be held in an account whose deposits are insured by a Federal agency, instrumentality, or entity

Borrow items or otherwise in accordance with applicable law. Lender may estimate the amount of Funds due on the basis of current day and reasonable estimates of expenditure of future 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RFSPA"), unless another law shall apply to the Funds related mortgagor loan a day's notice for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any rate, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." if any: (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance or ground rents on the Property, if any; (e) yearly 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 "Escrow items." and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Premium and Interest:** Premium and Late Charges, Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property. Variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS 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 unique and demands, subject to any encumbrances of record, and will defend generally the title to the Property against all claimants and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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 foregoing is referred to in this Security 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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Initials: U.B.

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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

13. Loan Charges. If the loan secured by this Security Instrument is subiect 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 limits; and (b) any sums already collected from Borrower which exceed the permitted loan charges shall be reduced by the Note or by making a direct payment to Borrower. Under 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 due under the Note, the Note will be partially paid off and the balance will be treated as a partial prepayment without any charge under the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-contractants 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 mitigate, garnish and convey that Borrower's interest in the Property under the terms of this Security instrument; and (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, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without the other's consent.

11. Borrower Not Released; Full Recourse; No 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 release the liability of the original Borrower or Borrower's successors in interest if Borrower's successors in interest pay all amounts due under this Security Instrument.

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 taken 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 market value of the Property immediately before the taking is less than the amount of the sums secured 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 sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, is in addition to the amounts secured by the following fractions (a) the total amount of the security instrument shall be reduced by the amount of the proceeds multiplied by the following fractions (b) the total amount of the security instrument before the taking, unless Borrower and Lender otherwise agree in writing, 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 immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking.

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 [redacted]

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost of or prior to an insurance deductible cause for the insurance.

9. Inspection. Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Borrower shall notice at the time of or prior to an inspection and give reasonable cause for the inspection.

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

Ollie Bailey

1-8-96
(Seal)

OLLIE BAILEY

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

I, THE UNDERSIGNED
that OLLIE BAILEY, A WIDOWER

County ss: *COOK*

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

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

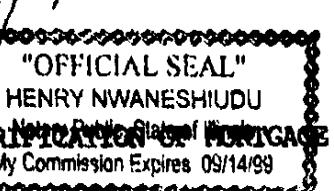
Given under my hand and official seal, this 8TH

day of JANUARY 1996

My Commission Expires:

9/14/99

Henry Nwaneshiudu
Notary Public



THERE WILL BE A FEE OF \$25.00 FOR ANY PAYOFF OR VERIFICATION OF MORTGAGE REQUESTED.

My Commission Expires 09/14/99

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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.

residential uses and to maintainence of the Property.

Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any government 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 government authority or environmental law enforcement officer or other remedial action in accordance with Environmental Law,

20. Hazards Substances shall not cause or permit the presence, use, disposal, storage, or release of any Hazards Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazards Substances that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazards Substances that are generally recognized to be appropriate to normal

18. Borrower, **Reinstatement**, **Right to Reinstatment**. If Borrower meets certain conditions, Borrower shall have the right to have reinstated this instrument if 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 Securitization; or (b) entity of a judge fixing this Securitity instrument. Those conditions are that Borrower: (a) pays under all sums which then would be due under this Securitity instrument and the Note as if no acceleration had occurred; (b) pays all expenses incurred in enforcing this Securitly instrument; (c) pays all expenses incurred in any other covenants or agreements; and (d) takes such action as Lender may reasonably require to assure inclosing, but not limited to, reasonable fees; and (d) takes such action as Lender may reasonably require to assume that the lien of this Securitly instrument, Lender's rights in the Property and Borrower's obligations under this Securitly instrument shall remain fully effective as if no acceleration had occurred. However, this Securitly instrument shall remain fully effective unchanged. Upon reinstatement by Borrower, this Securitly instrument and the obligations accrued hereby shall remain fully effective as if no acceleration had occurred. However, this Securitly instrument shall remain fully effective as if no acceleration had occurred. However, this Securitly instrument and the obligations accrued hereby shall remain fully effective as if no acceleration had occurred. However, this Securitly instrument and the obligations accrued hereby shall remain fully effective as if no acceleration had occurred.

11. Under exercises this option, Lender shall give Borrower notice of acceleration, if the notice shall provide a period of no 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.

of this Security Instrument.

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

15. Governing Law: 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 of this Security Instrument or the Note are declared given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision.

Leender's address stated herein or any other address Leender designates by notice to Borrower. Any notice provided for in this Section shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.