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RECORD AND RETURN TO: SAM TRIPSAS/RECORDED DOCUMENTS DEP CITYSCAPE CORP. 565 TAXTER ROAD ELMSFORD, NY 10823-230

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DEPT-01 RECORDING

T#0014 TRAN 1117 01/16/96 13:46:00

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COOK COUNTY RECORDER 03,7

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MORTGAGE

LOAN ID# 87927 THE LOAN SECURED BY THIS MORTGAGE HAS A BALLOON PAYMENT PAYABLE IN FULL ON THE MATURITY DATE, ON THE MATURITY DATE THE BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND ALL ACCRUED AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER, WILL, TEEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THE BORROWER MAY OWN, OR THE BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER THE BORROWER HAS THIS LOAN WITH, WILLING TO LEND THE BORROWER THE MONEY. IF THE BORROWER REFINANCES THE LOAN SECURED BY THIS MORTGAGE ON THE MATURITY DATE, THE BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THE BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

THIS MORTGAGE ("Security Instrument") is given on JANUARY 5TH, 1996. JOHN H. MILLER AND FREDA MILLER, HUSBAND AND WIFE

The mortgagor is

whose address is 7654 SOUTH MICHIGAN AVENUE, CHICAGO, II. This Security Instrument is given to CITYSCAPE MORICAGE CORP. is organized and existing under the laws of THE STATE OF NEW YORK 565 TAXIER ROAD, ELMSFORD, NY 10523-2300

("Borrower"). , which . and whose address is

("Lender").

60619

Borrower ewes Lender the principal sum of FIRTY NINE THOUSAND FIVE HOWEVED FORTY TWO Dollars (U.S. 1 59,542.00 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 JANIARY 1118, 2011 (the "Maturity Date"). This Security Instrument secures to Lender: (a) the repayment of the debt evident it by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other syms, 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 R

County, Illinois: SEE EXHIBIT "A" AFFACHED PERFTO AND MADE A PART HERBOF. which has the address of 7654 SOUTH MICHIGAN AVENUE, CHICAGO

Illinois -

60619 [Zip Code]

(Street) ("Property Address"):

[City]

This instrument was prepared by:

LAWYERS TITLE INSURANCE CORPORATION

DAVID ZUBER/CITYSCAPE

565 TAXTER ROAD, ELMSFORD, NY 10523-2300

(Addr:ss)

ILLINOIS BALLOON FIXED RATE SECURITY INSTRUMENT - Single Family ILCMA1 - 04211995

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IOAN ID# 87927

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenences, 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."

BORROWER COVENANTS that Borrower is lawfully seised 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 generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

- 1. Paymer, of Principal and Interest; Prepayment and Late Charges. Bostower 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 Tares and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day (120) thly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments ./hich may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if uny; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance win the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Foredures Act of 1974 as amended from time to time, 12 U.S.C. § 260! et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and holds Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Borrowe; shall not be oblighted to make such payments of Funds to Lender to the extent that Borrower makes payment of such Escrow Items to the bolder or servicer of a morrgage encumbering the Property which has priority over this Security Instrument and which was approved by Lender at the time of origination of this Security Instrument (an "Approved Senior Security Instrument").

The Funds shall be held in an institution whose deposits are insured by a recoral agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lorn Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, whese applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. 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 debit to the Funds was made. The Funds are pledged as additional security for all 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 for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient 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 monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 19, 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.

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

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4. Charges; Liens; Approved Senior Security Instrument. Borrower shall pay or cause to be paid, when due, all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Socurity Agreement, and leasehold payments or ground tents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower covenants and agrees to timely perform all of Borrower's obligations under any Approved Senior Security Instrument, including by way of example and not by way of limitation, Borrower's obligation to make all payments when due under such Approved Senior Security Instrument and the note or other obligation secured thereby.

Borrower shall promptly discharge any lien which has priority over this Security Instrument (other than an Approved Senior Security Instrument) unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner accept on to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which is the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder: of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice ideal ying 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 five, liazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Let der or applicable law requires insurance. This insurance shall be maintained in the amounts and for the periods that Lenger or applicable law, requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to 'ender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above. Ender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph.

All insurance policies and renewals shall be acceptable to I ender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. "Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the west of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not some promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, and subject to the rights of the holder of any Approved Senior Security Instrument, 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, subject to the rights of the holder of any Approved Senior Security Instrument, 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 I ender, subject to the rights of the holder of any Approved Senior Security Instrument, may collect the insurance proceeds. Lender may use the proceeds received by Lender 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 19 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, Przservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Unless Borrower's loan application and the Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, 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

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cure such a default and reinstate, 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 sequires 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 caying any sums secured by a lien which has priority over this Security Instrument, paying real estate taxes, flood insurance and mortgage insurance premiums appearing in court, paying reasonable attorneys' feet, calering on the Property to make repairs, and paying property insurance premiums. Although Lender may take sction under this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Leider under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower 201 Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note are 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 evidenced by the Note and secured by this Security Instrument, Borr wer 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost 1) Bottower 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 equal to one-twelfth of the yearly mongage insurance premium being paid by Borrower when the insurance coverage lapsed or sexed to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lo's reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the equirement of mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the dispection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in correction with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are herely assigned and shall be paid to Lender, subject only to the rights of the holder of any Approved Senior Security Instrument. Unless Lender and Borrower otherwise agree in writing, any application of such proceeds which does not pay the principal sum secured by this Security Instrument in full, 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. Berrower 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.

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- 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 19(B). Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to 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 or regulation which sets maximum loan charges, and that law or regulation 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 excerded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal or ed 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 B mower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless aprincible law requires use of another method. The notice shall be directed to the Property Address or any other address per lower 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 signified 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 and the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Bosrower's Copy. Bosrower acknowledges receipt of a conformed copy or a photocopy of the Note and of this Security Instrument.
- 17. 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 Scurity Instrument. There also may be one or more changes of the Luan 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 40's applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments abould be made. The notice will also contain any other information required by applicable law.
- 18. 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 Froperty 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 acrual 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 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, ketosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive

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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. In Witness Whereof, Borrower has signed and scaled this Security Instrument.

Witnesses:	. ·
Mouther high	1 John H Miller
	JOHN H. MILLER -Borrowe
_ Manufac Mont	Freda Millan
20 -	FREDA MILLER -Borrowei
Q _A	
	(6th
	-Borrower
C	(Cost)
04	-Borrower
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` ((Seal)
	-Borrower
:	4
	(Sezl)
	-Воггожег
STATE OF ILLINOIS, .	County ss:
1. How wood signed	1
do bereby certify that JOHN H. MILLER AND FREDA !	, a Notary Public in and for said county and state
· ·	
personally known to me to be the same person(s) whose name	e(s) subscribed to the foregoing instrument, appeared before

Given under my hand and official seal, this 5TH

free and voluntary act, for the uses and purposes therein set forth.

My Commission Expire OFFICIAL MARTHA MARTZ

me this day in person, and acknowledged that

' NOTARY PUBLIC, STATE OF ILLINOIS' COMMISSION EXPIRES 11/21/96 \$

This instrument was prepared by:

DAVID ZUBER/CITYSCAPE 565 TAXTER ROAD, ELESFORD, NY 10523-2300 Notary Public

signed and delivered the said instrument as

day of JANUARY, 1996.

THEY

Property or County Clerk's Office