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- DEPT-01 RECORDING \$31.50
- T#5555 TRAN 0600 04/01/96 13:45:00
- \$9681 + J.J. #--96-246297
- COOK COUNTY RECORDER

Prepared by: Thomas W. Murphy
Johnson & Bell, Ltd.
Suite 2200
222 North LaSalle
Chicago, IL 60601

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **March 20, 1996** . The mortgagor is
Madgie Lee Whitney, a widow

("Borrower"). This Security Instrument is given to **Home Loan and Investment Bank, F.S.B.**

which is organized and existing under the laws of **The United States**, and whose
address is **One Home Loan Plaza, Suite #3, Warwick, Rhode Island 02886** ("Lender"). Borrower owes Lender the principal sum of
Forty-Two Thousand Five Hundred and 00/100

Dollars (U.S. \$ 42,500.00).

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 **March 25, 2016**.
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:**

THE NORTH 47 FEET OF LOT 124 IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION RESUBDIVISION OF SUNDRY LOTS IN SEMINARY ADDITION TO MAYWOOD PART OF THE NORTH EAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 15-15-211-005-0000

which has the address of **1211 South 15th Avenue Maywood** (Street, City).
Illinois 60153 (Zip Code) ("Property Address");

**ILLINOIS Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90**
Amended 5/91

2008 (IL 10408)
VMP MORTGAGE FORMS - 10001521-7281
Printed on Recycled Paper Page 1 of 1 Initials _____



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of this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach prior to or before or after the date of the Note; or (c) secures toward the holder of the Note an agreement satisfactory to Lender authorizing the Lender to prevent the alienation of the Property by the holder of the Note; or (d) constitutes a general assignment of all amounts due under this instrument to the payee of the Note.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless otherwise; (a) agrees in writing to the payment of the obligation secured by the Note in a manner acceptable to Lender; (b) constitutes in good faith the Note to the Lender;

(ii) Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments;

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph;

these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly which may affect priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay

third, to interest due; fourth, to principal; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless otherwise law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

of the Property, shall apply any funds held by Lender in the time of acquisition of same as a credit against the sums secured by Funds held by Lender; (i) under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of all

Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve months' payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Extra items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in my

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debt in the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

written charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that Lender shall not be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or otherwise, Lender may require Borrower to pay a one-time charge for an independent real estate law reporting service every time Lender pays Borrower interest on the Funds and applicable law permits Lender to make such payment to the Funds, Lender may not charge Borrower for holding and applying the Funds, usually involving the escrow account, or including Lender is such an escrow holder, unless Lender shall apply the Funds to pay the Funds to pay the Funds held by Lender in accordance with the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly interest, or including Lender, if Lender is such an escrow holder, or in any escrow account, for the Funds to pay the Funds to pay the Funds held by Lender in an escrow account whose debts are incurred by a federal agency, insurance entity, or entity.

The Funds shall be held in an escrow account with applicable law.

Each item of otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 261 et seq. ("RFSPA"), unless another law applies to the Funds related mortgage loan may require for Borrower's account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 3, in lieu of the payment of monthly insurance premiums. These items are called "Escrow Items," if any; (c) yearly insurance premium, if any; and (d) any sums payable by Borrower to Lender in accordance with

or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect this Security Instrument as a loss on the Property; (b) yearly leasedhold payments and the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds"); for (a) yearly taxes

Lender on the day monthly payments due under the Note, until the Note is paid in full, a written waiver by Lender, Borrower shall pay to

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 contains uniform covenants for mutual use and non-uniform covenants which limited

agreements by jurisdiction to constitute a uniform security instrument covering real property.

Grant and convey the Property to the Note and any prepayment and late charges due under the Note.

BORROWER COVENANTS that the Property is lawfully seized of the entire fee simple conveyed and has the right to disposition.

All of the foregoing is referred to in this Security Instrument as the "Property."

Guarantees now or hereafter a part of the property. All supplements and addititions shall also be covered by this Security

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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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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it, first class mail unless otherwise directed in writing or by telephone to the property address of Lender, any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

prepaid air charge under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Lender, if this refund by reducing the principal owned under the Note or by making a direct to the permitted time, and (b) any funds already collected from Borrower which exceed permitted funds will be refunded to Lender, if any such funds charged shall be reduced by the amount necessary to reduce the charge loan exceed the permitted time; then, (a) any such funds collected or to be collected in connection with the and that law is finally taken against it under form charges will be reduced to a law which bears interest on the principal in charge under the Note.

13. **Lien Clauses.** If this loan is secured by this Security Instrument it applies to a law which bears interest on the principal in charge under the Note.

make any additions with regard to the terms of this Security Instrument or the Note without that Borrower's consent, secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or Borrower's interest in the Property under the terms of this Security Instrument (d) is not personally obligated to pay the sums loan advanced but does not exceed the Note; (e) is co-signing this Security Instrument only to operate, run and convey him passengerhip 17. Borrower's coverings and agreements shall be joint and several. Any passenger who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of security instrument.

12. **Successors and Assigns Bound Joint and Severally Liability.** (a)

successors in interest, any holder in excreting any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's continuance provided it is apparent any successor in interest of failure to extend time for payment otherwise modify amortization not operate the liability of the original Borrower, successors in interest, Lender shall not be required to of amortization of the sums secured by this Security Instrument given by Lender to any successor in interest of Borrower shall

11. **Borrower Not Released; Release of Lender Not a Waiver.** Extension of the time for payment of consideration of the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed of successor by this Security instrument, whether or not this due.

Lender is authorized to collect and apply the proceeds in its option, either to restoration or receipt of the Property or to the sums awarded to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, If the Property is abandoned by Borrower, or if, after notice by Lender to the condominium offers to make an

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

Borrower and Lender agree in writing or unless otherwise provides, the proceeds shall taking, unless Borrower and Lender agree in writing or unless otherwise provides, the market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the fair be over the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair an out of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately this Security instrument, shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security instrument, immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this whether or no later due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair to the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument.

10. **Condemnation.** The proceeds of any part of the Property, or for damage, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Borrower notice at the time of prior to an inspection specifically regarding reasonable cause for the inspection.

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

the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender upon becomes available and is obtained, Borrower shall pay premiums may no longer be required, in the option of Lender, if insurance coverage in the amount and for the period be in effect, Lender will accept, use and retain these Payments as a loss reserve in lieu of mortgage insurance. Lender reserves one-twelfth of the yearly mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to obtain coverage equivalent mortgage insurance previously in effect, at a cost substantially equivalent to the

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

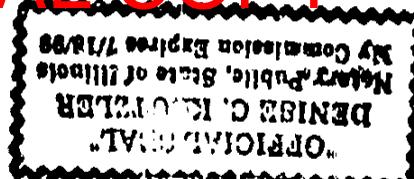
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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Form 3014 9/90



DENISON C. KUTZLER
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My Commission Expires
July 1, 1990

Notary Public

Date of Birth: 1/1/76
Place and date issued this day of March, 1990
Free and voluntary set, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person(s) whose name(s)

given under my hand and official seal, this day of March, 1990

MADE IN A MANNER, A TIDE
, "NOTARY PUBLIC TO AND COUNTY AND WE DO HEREBY CERTIFY
COUNTY OF COOK
STATE OF ILLINOIS."

Borrower
(Seal)

Witness
(Seal)

Borrower
(Seal)