

UNOFFICIAL COPY

37456907

WHEN RECORDED PLEASE RETURN TO:
HEMLOCK FEDERAL BANK FOR SAVINGS
5700 WEST 159TH STREET
OAK FOREST, IL 60452

37456907
0.50
31.50
31 - 50
31 - 50
PURC CTR
2 NEW#
2013 2013
10:56 10:56
16/05/97
16/05/97

Prepared by:
DAWN M. BUCHANAN
HEMLOCK FEDERAL BANK FOR SAVINGS

COOK COUNTY
RECODER
JESSE WHITE
MARKHAM OFFICE

15-5500768-15

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 20, 1997

. The mortgagor is

CLEO E. SIMMONS, A WIDOW

("Borrower"). This Security Instrument is given to HEMLOCK FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose address is 5700 WEST 159TH STREET OAK FOREST, IL 60452

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

TWENTY-TWO THOUSAND DOLLARS AND no/100

Dollars (U.S. \$ 22,000.00).

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 JUNE 20, 2007 . 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 110 IN GREEN MEADOWS, A SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 (EXCEPT THE SOUTH 264 FEET OF THE EAST 330 FEET THEREOF) OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.#19-32-319-016

THIS IS A JUNIOR MORTGAGE

which has the address of 6314 WEST 84TH STREET [Street, City].
Illinois 60459 Zip Code] ("Property Address");

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

VMP 2006(IL) 95021

Printed on Recycled Paper

Page 1 of 6

VMP MORTGAGE FORMS 1800521 7281



37456907

UNOFFICIAL COPY

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower shall pay to the Lender the amount of the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien writing to the payment of the obligation secured by the lien in the Lender's opinion operate to prevent the Lender from recovering its interest in the lien to the extent of the deficiency of the lien or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Lender's or debtors' agreement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering its interest in the lien to the extent of the deficiency of the lien.

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. These obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them at time directly which may attain priority over this Security instrument, and leasehold payments of ground rents, if any, Borrower shall pay

4. **Charges:** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

5. **Interest:** to interest due; fourth, 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 payable under Paragraph 2;

6. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under paragraphs

of the Property, shall apply to any late charges due under the Note.

Funds held by Lender, if, under Paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale

Upon payment 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.

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 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

thirteen days after the date of application to 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 pay the Escrow items when due. Lender may so notify Borrower in writing, and, in such case Borrower

will not be liable to Lender 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 held by Lender, unless applicable law permits Lender to make up the deficiency in no more than

thirteen days after the date of application to the Escrow items when due. Lender may so notify Borrower in writing, and, in such case Borrower

will not be liable to Lender for all sums secured by this Security instrument.

Escrow items, unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, unless showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, unless showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

unless Lender may agree in writing, however, that in event shall be paid on the Funds, Lender shall give to Borrower,

97456907

UNOFFICIAL COPY 97456907

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; Leasetholds. 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

UNOFFICIAL COPY

of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless otherwise provided for in this Security Instrument shall be directed to the Proprietary Address.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing prepayment charge under the Note.

15. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charges, Lender may choose to make this reduction 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 charge exceeded the permitted limits. Then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge loan is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceeds the permitted limits.

16. Security Instruments. If the terms of this Security Instrument do not permit the Note without the Borrower's consent,

make any accommodations with respect to the terms of this Security Instrument or the Note without the Borrower's consent. Borrower's interest in the Property under the terms of this Security Instrument: (a) is not personal liability obligation to pay the sums Borrower's interest in the Note; (b) is co-signing this Security Instrument only to the page, grant and convey that instrument but does not execute the Note; (c) agrees that he joins and several. Any borrower who co-signs this Security paragraph 17. Borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17.

17. Successors and Assigns Bound; Joint and Several Liability; Co-signee. The covenants and agreements of this exercise of any right or remedy.

18. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment of modification of the sums secured by this Security Instrument by reason of a waiver of or preclude the successors in interest. Any forbearance by Lender in exercising any right to recover the sums secured by the original Borrower or Borrower's of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's commerce proceedings against any successor in interest or refuse to exercise any right to payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument, and by Lender to any successor in interest of Borrower shall award of settle a claim for damages, or if, after notice to Borrower that the condominium offers to make an be applied to the date of the monthly payments referred to in paragraphs 1 and 2 of the amount of such payments.

If less Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or succeed by this Security Instrument, whether or not due.

Lender is authorized to collect and apply the proceeds at its option, either to restoration of repair of the Property or to the sums awarded or settle a claim for damages, or if, after notice to Lender the date the note is given, be applied to the sums secured by this Security Instrument, whether or not due.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to make an

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

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall 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 before the taking. Any balance still be paid to Borrower, in the event of a partial taking of the Property in which the fair amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, multiplied by the following fractions: (a) the total this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by 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 fair whether or not due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair Lender shall be paid to Lender.

10. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and condemned in or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Borrower may at the time of or prior to an inspection specifying reasonable cause for the inspection.

11. Borrower may at the time of or prior to an inspection specifying reasonable cause for the inspection.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signee. The covenants and agreements of this exercise of any right or remedy.

UNOFFICIAL COPY 97456907

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 hep 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 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

UNOFFICIAL COPY

**COOK COUNTY
RECORDER OF DEEDS**
 TEL. 708 210 4448
 RECENT #
 FUTURES #
 97456907 1
 SUBMITA.
 CHECK
 31-50

06/25/97

Notary Public, State of Illinois
 My Commission Expires: 2/1/99

RHONDA NISBET
 OFFICIAL SEAL

69011
 0813 NCH 10:26
 COOK COUNTY OFFICE

2 PNC CTR

Given under my hand and official seal, this
 day of *July*, 1997
 signed and delivered the said instrument as **MEC** free and voluntary act, for the uses and purposes herein set forth,
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **SAE**
 personally known to me to be the same person whose name(s)

My Commission Expires: 2-5-99

CLERK OF SURNAMOS

L. RICHARD NISBET

STATE OF ILLINOIS.

Borrower
(Seal)

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

CLERK County ss

Borrower

(Seal)

Borrower
(Seal)

Witnesses:

in any riders) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

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 if the rider(s) were a part of this Security Instrument.
- Adjustable Rate Rider
 Condominium Rider
 Family Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) [specify] _____
- VA Rider
 Balloon Rider
 Graduated Payment Rider

(Check applicable box(s))

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

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 recording costs.

21. **Including, but not limited to, reasonable attorney's fees and costs of title evidence.**

20. **Proceeding.** Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument in full if all sums due before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums now-existing or thereafter due or otherwise of Borrower to accelerate payment. If the default is not cured on the date specified in the notice, Lender may assert in the foreclosure proceeding the

19. **Borrower** of the right to remit after acceleration and the right to assert in the foreclosure proceeding the 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 apply to the failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

applicable law provides otherwise). The notice shall specify: (a) the date the action required to cure the default;

97456907