

UNOFFICIAL COPY

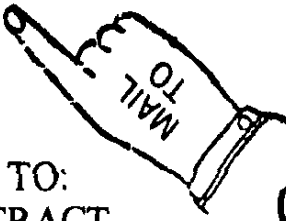
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Cook County Recorder 91.50

PREPARED BY/RETURN TO:
F. AYERS/REGIONAL ABSTRACT
7 WEST MAIN ST., STE. 800
APOPKA, FL. 32703



PREPARED BY/RETURN TO:
F. AYERS/REGIONAL ABSTRACT
7 WEST MAIN ST., STE. 800
APOPKA, FL. 32703

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

MORTGAGE

THIS MORTGAGE is made this 9TH day of JUNE, 1997, between the Mortgagor,
JOYCE A. JOHNSON

(herein "Borrower"), and the Mortgagee,

UNICOR FUNDING, INC.

existing under the laws of ILLINOIS
211 EAST LAKE STREET #4, ADDISON, IL 60101

, a corporation organized and
, whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,000.00, which
indebtedness is evidenced by Borrower's note dated JUNE 09, 1997 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not
sooner paid, due and payable on JUNE 13, 2017

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey
to Lender the following described property located in the County of COOK
State of Illinois:

THE EAST 30 FEET OF THE WEST 60 FEET OF THE EAST 100 FEET OF LOTS 18 AND
19 (EXCEPT THAT PART OF SAID LOT 19 TAKEN FOR WIDENING OF WASHINGTON
BLVD.) IN O.R. ERWINS SUBDIVISION OF THE SOUTH 1,466.5 FEET OF THE EAST
1/2 OF THE WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH,
RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN (EXCEPT RAIL ROAD RIGHT OF
WAY) IN COOK COUNTY, ILLINOIS.

Parcel ID #: 16-08-314-035
which has the address of 206 WEST WASHINGTON BOULEVARD
[Street]

OAK PARK
[City]

Illinois 60302 [ZIP Code] (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

76(IL) (8808)

Form 3814

Page 1 of 5

VMP MORTGAGE FORMS - (800)521-7291



47,500
44,250

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to

this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Joyce A. Johnson (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Sign Original Only)

COOK County ss:

STATE OF ILLINOIS,

I, MILTON J. PFETZER

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

Joyce A. Johnson

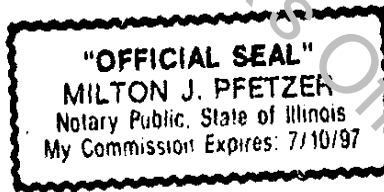
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

9th day of June, 1997

My Commission Expires: 7-10-97

Milton J. Pfetzer Notary Public



THIS INSTRUMENT WAS PREPARED BY:
[REDACTED]

PREPARED BY/RETURN TO:
F. AYERS/REGIONAL ABSTRACT
7 WEST MAIN ST. STE. 800
APOPKA, FL. 32703

MISSION VIEJO, CA 92694

OWNERS AFFIDAVIT

STATE OF ILLINOIS)
 SS
COUNTY OF COOK)

BEFORE ME, the undersigned authority, personally appeared: JOYCE A. JOHNSON

who being by me first duly sworn, on oath, deposes and says:

1. That JOYCE A. JOHNSON

the owner(s) of the following described property, to-wit:

THE EAST 30 FEET OF THE WEST 60 FEET OF THE EAST 100 FEET OF LOTS 18 AND 19 (EXCEPT THAT PART OF SAID LOT 19 TAKEN FOR WIDENING OF WASHINGTON BLVD.) IN O.P. ERWINS SUBDIVISION OF THE SOUTH 1,466.5 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN (EXCEPT RAIL ROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS.

- 2. That the above described property is free and clear of all liens, taxes encumbrances and claims of every kind, nature and description whatsoever, except for mortgage or mortgages, if any described in the deed given between the parties named herein, and except for real estate and personal property taxes for the year 19 97
- 3. That there have been no improvements, alterations or repairs to the above described property for which the costs thereof remain unpaid, and that there are no claims for labor or materials furnished for repairing or improving the same, which, remain unpaid, except the following: NONE
- 4. That there are no mechanic's, materialmen's or laborer's liens against the above described property.
- 5. That the personal property contained in the buildings on said property, or on the said premises, and which, if any, is being sold to the purchaser(s) mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.
- 6. The affiant(s), in the operation of said building and property complied in all respects with the sale tax law of the State of Illinois.
- 7. The affiant(s), know of no violations of municipal ordinances pertaining to the above described property.
- 8. That this affidavit is made for the purpose of inducing Continental Lawyers Title Insurance Company, it's agents and/or Title Security of Brevard, Inc., it's agents, and/or Trans-State Title Insurance Corp., it's agents, to issue its policy for title insurance in the amount of \$ 20,000.00
- 9. Affiant(s) agree(s) that in the event the current real estate and personal taxes vary in amount from the figures used in making the prorations in the closing, transfer and conveyance of the above described property to said purchaser(s), then a new proration and a correct and property adjustment will be made upon demand.

- 10. That no judgment or decree has been entered in any court of this State or any State in the United States, against said affiant(s) and which remains unsatisfied.
- 11. Affiant(s) further state that they are each familiar with the nature of an oath, and with the penalties as provided by the Laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiant(s) further certify that they have read or have heard read to them, the full facts of this affidavit and understand its context.

Joyce A. Johnson (Seal)
 JOYCE A. JOHNSON

____ (Seal)

____ (Seal)

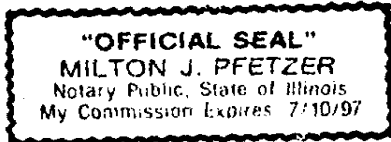
____ (Seal)

Property of Cook County Clerk's Office

SWORN TO and SUBSCRIBED BEFORE ME this
 9th day of June, 1997

Milton J. Pfetzer
 NOTARY PUBLIC, state of Illinois at large

My Commission expires: 7-10-97 (Seal)



UNOFFICIAL COPY

ALTA POLICY STATEMENT

COMMITMENT NO. _____

The undersigned hereby certifies with respect to the land described in the above commitment:

1. That to the best knowledge and belief of the undersigned:

- a) no contracts have been entered into in the past six months for the furnishing of any labor services or material to the land or the improvements thereon, that have been given or are outstanding and that have not been fully performed and paid for.
- b) there are no goods or chattels that have attached or are to become attached to the land or any improvements thereon as fixtures that are subject to any lease or security agreement,
- c) there are no unrecorded contracts to purchase, leases or options to purchase,
- d) there are no unrecorded easement or other servitudes to which the land or improvements are subject
- e) there are no building Managers entitled to a lien.

Except as follows: (write in NONE, if not applicable) _____

2. That all Broker fees for the sale, lease, and mortgage if any, are paid in full except the following: _____

3. That there are not present violations of any covenants, conditions or restrictions, except as follows: _____

4. That in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage, the obligation it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgage or mortgagor's heirs, personal representative or assigns.

The undersigned makes the above statement for the purpose of inducing _____ REGIONAL ABSTRACT, INC. to issue its policy or policies pursuant to the above commitment.

Dated JUNE 09, 1997

Sellers/Owners/Lessor	Purchaser/Mortgagor/Lesse
_____ (seal)	<u>Joyce A. Johnson</u> (seal) JOYCE A. JOHNSON
_____ (seal)	_____ (seal)
_____ (seal)	_____ (seal)
_____ (seal)	_____ (seal)

Lenders Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____; and to the best knowledge and belief to the undersigned, the proceeds are not to be used to finance the making of the future improvements or repairs on the land. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated _____ Signature _____

AFFIDAVIT IN LIEU OF SURVEY FOR EXTENDED COVERAGE OWNERS AND LOAN POLICIES

DATE JUNE 09, 1997

CASE NO. _____

The undersigned being first duly sworn, deposes and says: That we, being the owner(s) of record and seller(s) described in the above-numbered case, did not receive any survey at the time we purchased the property nor have we subsequently obtained a survey, or if we did receive a survey we are unable to locate it. Also, we have been advised by our lender that they do not have a survey in their files.

To the best of our knowledge, we certify that the improvements (house, garage, outbuildings, etc.) on subject property are within the boundary lines and setback lines, if any, of said property, and that there are no encroachments (fences, walkways, driveways, eaves, drains, ect.) by improvements on adjoining property owner nor by us against them as to the location of boundary lines or disputes as to occupancy of any portion of our property or their property except:

- 1.
- 2.
- 3.
- 4.

This affidavit is given to REGIONAL ABSTRACT, INC. as an inducement to issue extended coverage on the Owners and Loan Policies over questions, of survey, encroachments and easements not shown of record.

Joyce A. Johnson
Owner JOYCE A. JOHNSON

Owner

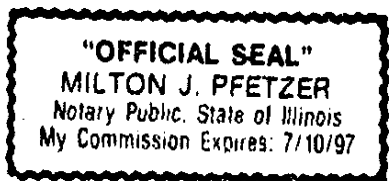
Owner

Owner

Subscribed and Sworn to before me

This 9th day of June, 1997

Milton J. Pfetzer
Notary Public MILTON J. PFETZER



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UNOFFICIAL COPY

ESCROW DISBURSEMENT AGREEMENT

CASE NO. _____

DATE: JUNE 09, 1997

TO: REGIONAL ABSTRACT, INC.

1. The undersigned seller(s) and buyer(s)/borrower(s) hereby direct you to make disbursements for the subject transaction, pursuant to the attached HUD-1 closing statement.
2. It is to be expressly understood that REGIONAL ABSTRACT, INC. in no way represents the buyer(s)/borrower(s) or seller(s); they act solely as agents for the lender in the disbursement of the mortgage proceeds.
3. The undersigned buyer(s)/borrower(s) direct(s) you to make such disbursements only when you are in a position to issue an ALTA Owners and/or Mortgage Policy insuring the fee simple title of the buyer(s)/borrower(s), subject only to:

- A. General real estate taxes for the year(s) _____ and subsequent years.
- B. The Schedule B, Section 2 exceptions.
- C. The mortgage made by the buyer(s)/borrower(s) as part of this transaction.

4. Buyers(s)/Borrower(s) agree(s) to pay the escrow fee for this service in the amount of \$ N/A

5. Seller(s) [Refinance Borrower(s)] agree(s) to reimburse REGIONAL ABSTRACT, INC. for any additional fees required by the existing lender to obtain the release of the current mortgage(s), if any. It is understood that the fees will only be collected if the fee incurred is a result of a conditional payoff letter or a delay in the disbursement caused by unmet requirements, and not for negligence on the part of

6. REGIONAL ABSTRACT, INC. shall be under no duty to invest or reinvest any deposits at any time held by it. Further REGIONAL ABSTRACT, INC. may commingle such deposits with other deposits and may use any part of all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any.

Joyce A. Johnson
Buyer/Borrower JOYCE A. JOHNSON

Seller

Buyer/Borrower

Seller

Buyer/Borrower

Seller

Buyer/Borrower

Seller

This AFFIDAVIT - for the confidential use of the affect the title under consideration, or whether they relate to other persons w similar to those of the owner or former owners. Please draw a line through alternate statements upon oath states that is the owner, former owner, contract purchaser (circle on that which do not apply.

STATE OF ILLINOIS }
COUNTY OF COOK }

JOYCE A. JOHNSON being duly sworn,

applies) of the premises described in the application herein above referred to for issuance of That affiant is 44 years of age and Title Insurance Policy or Policies.

- 1. (a) () has never been married (a) Has never been a party to a divorce proceeding or (b) () the widow of (c) () married to said marriage having taken place (year)

SSN 343-48-1715

- 2. Affiant herein further states that he (she) (a) Has never been a party to a divorce proceeding or (b) Was divorced from MARTIN JOHNSON in 1982 (year) in COOK (county) ILLINOIS (state) (c) Was divorced from in (year) in (case #) (county) (state)

- 3. Has never been known by any other name or Changed name in (year) (case #) (county) (state)

- 4. Has never been adjudged a Bankrupt or was adjudged a Bankrupt in Case no in (year) AND AFFIANT FURTHER STATES:

5. That there are no unsatisfied or unreleased judgments, decrees or liens or record against affiant or Affiant is a party to the following cases: Table with columns: Case # & Court, Plaintiff, Defendant, Date of Judgment, Amount

- 6. That during the last eight years, affiant has resided at the following addresses, and none other: Table with columns: Street No., City, State, From, To

- 7. That during the last eight years, affiant has had the following occupations and business addresses, and none other: Table with columns: Occupation, Employer, Place of business, From

- 8. Further that affiant makes this affidavit for the purpose of inducing REGIONAL ABSTRACT, INC. to issue its Title Insurance Policy or its Binder of Insurance Preliminary to the issuance of the above policy free and clear of all judgments, decrees, Bankruptcy, divorce and change of name proceeding against persons whose names are the same as affiants or similar thereto.

Joyce A. Johnson Affiant JOYCE A. JOHNSON

Subscribed and sworn to before me by the said this 9th day of June, 1997



Milton J. Pfetzer Notary Public MILTON J. PFETZER

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UNOFFICIAL COPY
BORROWER INFORMATION DOCUMENT

Date: JUNE 09, 1997
Borrower Name: JOYCE A. JOHNSON

Property Address: 206 WEST WASHINGTON BOULEVARD
OAK PARK, IL 60302

Loan Number:

This document is being provided to you pursuant to the Residential Mortgage License Act of 1987 and the rules promulgated thereunder (38 Ill. Adm. Code 1050). The purpose of this document is to set forth those exhibits and materials you should receive or be receiving in connection with your residential mortgage loan application with UNICOR FUNDING, INC.

("Lender"), holder of license # _____ and regulated by the state of Illinois, Office of the Commissioner of Savings and Residential Finance, under the aforesaid Act.

Attached hereto are:

1. A Good Faith Estimate of the costs associated with obtaining your mortgage loan.
2. "Settlement Cost Booklet" - This booklet describes the settlement process associated with executing a mortgage for the purchase of the security real estate.
3. A copy of your Loan Application that will have to be signed and delivered to Lender in order for your mortgage loan application to be processed.
4. A copy of the Illinois Mortgage Escrow Account Act, if the mortgage is not FHA insured or VA guaranteed.
5. Option to Pledge a Time Deposit Account in Lieu of an Escrow Account (if the mortgage is not FHA-insured or VA-guaranteed).
6. "Consumer Handbook on Adjustable Rate Mortgages" - This booklet describes the features of adjustable rate mortgages (issued if the mortgage is an adjustable rate mortgage representing a first lien).
7. A checklist of the materials, authorizations, and documents that will be required to be provided by you in order to underwrite the loan, if applicable.

Other significant information which could potentially affect the processing of your mortgage loan but which may be unknown to Lender at the application time shall be disclosed if, and when, such information becomes known. Such other information could be:

- a. An appraisal value different from that estimated by the borrower;
- b. Credit obligations which the borrower fails to report;
- c. A change in the borrower's financial circumstances which would result in his/her ineligibility for the loan; or
- d. A material change or discontinuation of a loan program by an investor or other entity, such as the U.S. Department of Housing or Veterans Administration or a private investor.

A Truth-in-Lending statement will be delivered shortly.

Upon request you have the right to receive the following information documents:

1. A sample of the note to be executed if your loan application is approved;
2. A sample of the mortgage to be executed if your loan application is approved;
3. A sample of the commitment letter; and
4. A general description of the underwriting standards that will be taken into consideration in evaluating your application.

I/We have read this disclosure and attachments 1 through 7 above and understand its and their contents, as evidenced by my/our signature(s) below.

Joyce A. Johnson 06/09/97
Borrower JOYCE A. JOHNSON Date

Borrower Date

Borrower Date

Borrower Date



To Our Borrowers:

The accumulation of funds for payment of property taxes and insurance has typically been accomplished by establishing an escrow account. Accordingly, funds are accumulated as part of your regular payment.

As an option to this escrow account, you may pledge an interest bearing time deposit. The terms and conditions of this option, and other notices are provided below.

MORTGAGE ESCROW ACCOUNT ACT

Sec. 2. As used in this Act, unless the context requires otherwise:

(a) "Escrow Account" means any account established by the mortgage lender in conjunction with a mortgage loan on a residence, into which the borrower is required to make regular periodic payments and out of which the lender pays the taxes on the property covered by the mortgage.

(b) "Borrower" means the person obligated under the mortgage loan.

(c) "Mortgage Lender" means any bank, savings and loan association, building and loan association or other institution, association, partnership, corporation or person who extends the loan of monies for the purpose of enabling another to purchase a residence.

(d) "Escrow-like Arrangement" means any arrangement the intent of which is to serve the same purposes as an escrow account but which does not require the formal establishment of an account.

Sec. 3. Escrow accounts or escrow-like arrangements established after the effective date of this Act in conjunction with mortgage agreements for single-family owner occupied residential property are hereby declared separate and distinct transactions from mortgages and, hence, subject to the laws and regulations of this State.

Sec. 4. On or after the effective date of this Act, each mortgage lender in conjunction with the granting of a mortgage on a single-family owner occupied residential property, shall comply with the provisions of this Act.

Sec. 5. When the mortgage is reduced to 65% of its original amount by payments of the borrower, timely made according to the provisions of the loan agreement secured by the mortgage, and the borrower is otherwise not in default on the loan agreement, the mortgage lender must notify the borrower that he may terminate such escrow account or that he may elect to continue it until he requests a termination thereof, or until the mortgage is paid in full, whichever occurs first.

Sec. 6. In lieu of the mortgage lender establishing an escrow account or an escrow-like arrangement, a borrower may pledge an interest bearing time deposit with the mortgage lender in an amount sufficient to secure the payment of anticipated taxes.

Sec. 7. The borrower shall not have the right to terminate any such arrangement under Section 5 in conjunction with mortgages insured, guaranteed, supplemented, or assisted by the State of Illinois or the federal government that require an escrow arrangement for their continuation.

Sec. 8. If after terminating an escrow arrangement under the conditions of this Act, the borrower does not furnish to the lender sufficient evidence of payment of the taxes when due on the residence covered by the mortgage with respect to which the escrow arrangement was established, the lender, after taking reasonably good faith steps to verify nonpayment, may, within thirty days after such payment is due, establish or reestablish an escrow arrangement notwithstanding the provisions of this Act.

Sec. 9. Failure of any mortgage lender operating within this State to comply with the provisions of this Act shall entitle the borrower to actual damages in a court action.

Sec. 10. The provisions of this Act shall not be applicable to a mortgage lender using the capitalization method of accounting for receipt of payments for taxes. The capitalization method shall mean crediting such tax payments directly to the loan principal upon receipt and increasing the loan balance when the taxes are paid.

Sec. 11. Notice of the requirements of the Act shall be furnished in writing to the borrower at the date of closing.

Sec. 12. This Act takes effect on January 1, 1976.

THE UNDERSIGNED, HAVING READ THE FOREGOING STATUTORY PROVISIONS HEREBY ELECTS AN INTEREST BEARING TIME DEPOSIT IN LIEU OF ESTABLISHING A REAL ESTATE PROPERTY ESCROW ACCOUNT.

Yes No UNICOR FUNDING, INC. WILL NOT REQUITE AN ESCROW ACCOUNT.

JOYCE A. JOHNSON 06/09/97 06/09/97
-Borrower -Borrower
06/09/97 06/09/97
-Borrower -Borrower

EXHIBIT A

THE EAST 30 FEET OF THE WEST 60 FEET OF THE EAST 100 FEET OF LOTS 18 AND 19 (EXCEPT THAT PART OF SAID LOT 19 TAKEN FOR WIDENING OF WASHINGTON BLVD.) IN O.R. ERWINS SUBDIVISION OF THE SOUTH 1,446.5 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN (EXCEPT RAIL ROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office