## UNOFFICIAL COPY \*\*\*\*\*

THE RESERVE OF STREET

38 fight 1400 m 10 (3=7 /3 - 7.7

We certify that this is a true, correct, and accurate copy of the original Instrument. > NETCO

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### MORTGAGE

THIS MORTGAGE ("Security Institution") is given on 238833 B 23210M et logaçtion et

09/30/91

AND PAIRITA CORREA, HIS WIFE, AS

("Borrower"). This Security Instrument is given to FIRE CONSULT FOR MINIOR CO. THE its successors and/or assigns, a NEW 1978. cornoration, whose address is

JOINT TENANTS

250 & ROBER CARPENTER FAITHA

1000 M

('Londar').

19449 TX 70002

Donower owes Lander the principal sum of the English State Nine Souths and the Chine Chief dollars (U.S. \$ 142 460 82 ). This debt is evidenced by Borrower's Note dated the same date or this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payette on This Socurity Instrument secures to Lender: (a) the represent of the debt evidenced by the No.s. with interest, and all renewals, extensions and monifications, (b) the payment of all other sums, with interest, advanced outer paragraph 6 to protect the security of thin Security instrument; and (a) the performance of Borrover's coverants and accoments under this Security Instrument and the Note: For this purpose, Borrower does hereby mortgage, grant and convey in Control this following described property located in COOK County, Illimois:

SER EXHIBIT A ATTACHED HERETO. INCORPORATED HERETN AND MADE A PART HEREOF SEE EXHIBIT A ATTACHED HERETO. INCORPORATED HEREIN AND RADE A PART HEREOF

which has the address of 2538 \$ 151 AVERUE NURTH STYFASIDE, IL 30546

(\*Rropert, Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all ensuments rights, appurtanances, rents, royalties, mineral, oil and gas rights and pfolits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be govered by this Security Instrument. All of the

foregoing is referred to in this Security Instituteut as the "Property."

BORROWER COVENANTS that Decrewer is lawfully select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for current taxes. Borrower warrants and will defend generally the title to the Property against all claims and demands.

1. Payment of Principal and Interest, Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

2. Application of Payments Unless applicable law provides otherwise, all payments received by Londer under paragraph 1 shall be applied first, to fate charges due under the Note, second, to interest due; and last, to principal due.

3. Charges: Liens. Burrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this become instrument, and leasahold payments or ground rents, if any Borrower shall pay on time directly to the person awad payment. Borrower shall promptly furnish to Lender receipts evidencing the

Betrower shall promptly discharge any lian which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner accoptable to Lender; (b) contests in agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forteiture of any part of the Proporty; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrowet a notice identifying the lien. Borrowet shall satisfy the lien or take one or more of the autions set forth above within 10 days of the giving of notice

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SCHEDULE A - LEGAL DESCRIPTION AND TAX ID &:

LOT 3 IN 9LOCK 18 IN MOMAREK'S MEAT LANG STREAM THIPD ADDITION, BEING A STROLYLAION OF THE FACT 1/2 AF THE MARTHMENT 1/4 AF SECTION 26, TOWNSHIP 19 GLOTEL CRANGE 10, MASS OF THE OFFICE PRINCIPAL WOODTAN, IN COOK COUNTY, TILINOIS.

\*\* 15-26-131-017

4. Hazard Insurance. Betrower shall keep the improvements now existing or hazardar eracted on the Property insured against loss by fire, hazarda included within the term "extended coverage" and any other hazarda for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that I ander requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lendar's approval which shall not be unreasonably withhald.

All insurance policies and renewals shall be acceptable to Lander and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renewals. If Lender requires, Parrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, Burrower 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 derivaged, if the restriction or inpair is economically teasible and Lender's security is not lessoned. If the restoration or repair is not economically fensible or Lander's escurity 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 Burrower 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 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or change the amount of the payments. If postpone the due date of the monthly payments referred to in paragraph. I or change the amount of the payments if under paragraph 20 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.

B. Prascrizion and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, or substantially change the Property allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Parrower shall control with the property to deteriorate or commit waste. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

ten title shall not merge unless Lander agrees to the merger in writing

6. Protection of Landar's Rights in the Property. If Borrower falls 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 Properly (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is nuclessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums account by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys for any entering on the Property to make repairs. Although Lender may take action under

this paragraph. I ander does not have to to an Any amounts disburged by Londe under this paragraph shall become additional debt of Borrower segured by this Security instrument Unless Borrower and Linder 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.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall

give Borrower notice at the time of ar prior to an inspection specifying reasonable cause for the inspection

8. Condemnation. The proceeds of any award o claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby resigned

and shall be paid to Lender. In the event of a total taking of the Property, the processor shall be applied to the surne secured by this Society, Instrument, whether or not then due, with any excess paid to Sor ower, in the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in willing, the sums excered by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

paid to the Bonower

If the Property is abandoned by Borrower, or it, after notice by Landar to Borrower that the condemnor offers to make an award or eattle a claim for damages, Borrower falls to respond to Length within 30 days after the date the notice is given, I ander is authorized to collect and apply the proceeds, at its option, either restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Betrower otherwise agree in writing, any application of propords to principal shall not extend or

positions the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbearance By Lendor Not a Welver. Extension of time for payment or modification of amortization of the sums secured by this Security Instrument granted by Leisler to any successor in interest of Borrower shall not operate to reloase the liability of the original Borrower or Borrover's successure in interest. Lender shall not be required to commence proceedings against any successor in interest or catica to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in excitating any right or

remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signors. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's governmes and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but floes not execute the Note. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (o) agrees that I ander and may other Borrower may agree to extend, modify, forbeat or make any accommodations with regard to the terms of this Security instrument or the Note without

that Borrower's consent.

11. Loan Charges. If the loan secured by this Security instrument is subject to a law which sats maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the pointited limits; then: (a) any such loan charge shall be reduced by the amount nnnessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a paitlal prepayment.

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12. Legislation Affecting Lundor's Rights, if enactment or expiration of applicable laws has the effect of randaring any provision of the Note or the Security Instrument unenforceable according to its terms, Lundor, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedias permitted by accepraph 20. If Londor exercises this critical Lendor shall take the steps specified in the second paragraph of

paragraph 16.
13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by Property Address or any other address Borrower designates by notice to Lander Any notice to Lender shall be given by first class mail to Lander's address stated herein or any other address hander designates by notice to Borrower, Any notice provided for in this Security Instrument shall be durined to have been given to Borrower or Lender When given as provided in this paragraph

14. 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 affect without the conflicting provision. To this end the provisions of this Beautity Instrument and the

Note are declared to be severable

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

16 Transfer of the Property or a Beneficial Interest in Berrower. If all or any part of the Property or any interest in It is sold or transferred (or it a bunoficial interest in Botrower is sold or transferred and Borrower is not a natural person) without Lander's prior written consont, Lander may, at its option, require immediate payment in full of all sums secured by this Securit, 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 Lander eversions this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 do ye from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remadies permitted by the Security Instrument without further notice or demand on Borrower.

17. Borrower's Pure, to Relatate. If Borrower meets certain conditions, Borrower shall have the right to have

enforcement of this Security instrument descontinued at any time prior to the earlier of (a) 6 days (or such other period as applicable law may specify to, instatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, in (b) may of a judgment andoroug this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then we lid be due under this Security Instrument and the Note had no acceleration occurred (b) cures any default of any other revenues or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable atterneys fees; and (d) takes such action as Lender may reasonably require to secure that the tien of this Security Agreement, 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 obligation secured hereby shall remain fully effective as it no acceleration had occurred. However, this institute only the security in the page of controlled the security. right to reinstate shall not apply in the cace of acceleration under paragraphs 12 or 18.

18. Sale of Note: Change of Loan Service. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without promotion to Borrower. A sale may result in a change in the untity (known as the Loan Services) that collegts monthly seyningte due under the Note and this Security Instrument. There also may be one or more changes of the Luan Services translated to a sale of the Note. If there is a change of the Luan Services, Borrovor will be given written notice of the change in accordance with peregraph 13 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

19. Hazerdous Substances Dorrover shall not cause of part in the presence, use, disposal, storage, or release of any Hazerdous Substances on or in the Property. Borrower shall not do not allow anyone also to do, anything affecting the Property that is in violation of any Environmental Law. The presence, use, or storage on the Property of small quantities of Haznidous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property

normal residential uses and to maintanance of the Property

Borrower shall promptly give I under written notice of any investigation, cleim, demand, lawsuit or other action by any governmental or regulatory against her actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance attenting the Property is necessary. Borrower shall promptly take all necessary remediate others to accordance with the Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as fine or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or fixe petroleum products, toxic posticides or herbicides, votatile solvents, materials containing asbestos or formaldehyde, and redicactive materials. As used in this paragraph, "Environmental Law" means tederal laws and laws of the jurisdiction where the Property is located that relate to health, salety or invironmental protection.

located that relate to health, salety or environmental proteotion.

20. Acceleration: Remedica. Lender shall give notice to Borrower prior to acceleration following Lorower's breach of any governant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default, (b) the aution required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) that failure to ourse the default on or before the date specified in the notice may result in appeleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to usuart in this locationurs proceeding the non-existence. of a default or any other defense of Borrower to acceleration and foreglosure. If the default is not cured on or before the date specified in the notice. Londer at its option may require immediate payment in full of all sums secured by this Security. Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorneys feer and coats of title evidence.

21. Lunder in Possession Upon acceleration under paragraph 20 or abandonment of the Property and at any time

miner to the expiration of any period of redemption following judicial sale, Lander (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rente collected by Lender or the receiver shall be applied first to payment of the coats of management of the Property and collection of ronts, including, but not limited to, receiver's fees, premiums on

Andrew Control of the Frank

receiver's bonds and reasonable attorneys' face, and then to the source secured by this Security Instrument.

8814830 Res 11.194

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

23. Walver of Homestead Rorrower waives all right of homestead exemption in the Property

BY SIGNING BELOW, Borrower sceepts and agrees to the terms and opvariants contained in this Security Agreement.

Millarding of Carrier

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STATE OF HUMOIS, CALL		<u>weith                                    </u>
1. The cuelle segmen	A Notary Public in and for a	aid county and state, di
bereby certify that Signary Commence to the same	e person 1 whose name 2 (12.5)	subscribed to the
The state of the s	me the day in person, and acknowledged that 4 ho	
	any net, for the uses and mulpuses therein ant forth	
Given under my hand and official	Communication of the 12 of	1897
My commission expires:	Communication of 18 1 1/1 1/1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1 1/1 1/	
This document was prepared by:	NANCY CLARKSON NOTARY PURITE STATE OF ILLINOIS MY COMMUNION FORES 8, 147,001	
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# UNOFFICIAL COPY

THE PROVIDENT BANK I E FOURTH STREET, MANY LOCAL MEDI CINCINNATI, OH 45202

Prepared by: The Provident Bank

LOAN NO. 3-142-163

#### **MORTGAGE**

THIS MORTGAGE ("Security hand anent") is given on October 20, 1997 . The mortgagor is Jerome Washington, A Married Mun, married to Diane A. Washington

(Diane A. Washington is maiving homestead rights)

("Borrower"). This Security Instrument is given to THE PROVIDENT BANK an Ohio Banking Corporation which is organized and existing under the laws of The State of Ohio address is 1 E FOURTH STREET, CINCINNATI, OH 452G2

, and whose

Sixty Nine Thousand Seven Hundred and no/100

Dollars (U.S. \$ 69,700.00

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

This debt is evidenced by Borrower's note dated the same date as this Secon'ty Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2027

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Sote, 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 covinants 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

SEE ATTACHED EXHIBIT "A"

which has the address of 14930 South Myrtle, Harvey

[Zip Code]: ("Property Address");

[Street, City].

Illinois 60426 ILLINOIS-Single Family-FNMA/FHLMC UNIFORM house Day A INSTRUMENT Form 3014 9/80 

Amended 5/91

MW 09/88 VMP MORTGAGE FORMS (800)521 7291

