

# UNOFFICIAL COPY

A.J. SMITH FEDERAL SAVINGS BANK  
14757 S. CICERO AVENUE  
MIDLOTHIAN, IL 60445

APPL# 0001-70116025  
REC# 025019969

Prepared by: JO-ANN KRUEGER .

97082176

- DEPT-01 RECORDING \$31.50
- T80001 TRAN 8169 02/05/97 09:42:00
- 89655 : RC \*-Y7-082176
- COOK COUNTY RECORDER

## MORTGAGE

3150  
51

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 25, 1997** . The mortgagor is  
HELEN L HARRIS, DIVORCED AND NOT REMARRIED

("Borrower"). This Security Instrument is given to  
**A.J. SMITH FEDERAL SAVINGS BANK**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** , and whose  
address is **14757 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS 60445**  
(Lender). Borrower owes Lender the principal sum of  
**FORTY TWO THOUSAND FIVE HUNDRED AND NO/100**

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

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **FEBRUARY 1, 2017** . 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 21 IN BLOCK 18 IN SOUTH LYNN, A SUBDIVISION OF THE NORTH 1/2 OF  
SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.**  
20-19-109-042

97082176

*(46987)* R2-1354  
RE TITLE SERVICES

Parcel ID #:

which has the address of **6450 S OAKLEY, CHICAGO** [Zip Code] ("Property Address");  
Illinois **60636** [Street, City].

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 8/90  
Amended 5/91  
Initials: *H.H.*

**VMP** -8R(IL) 19608

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VMP MORTGAGE FORMS - (800)521-7291



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Form 3614 8/86  
Page 2 of 2  
Name: [REDACTED]

Part II (b) (6)(c)

of the Securities Act form above within 10 days of the giving of notice. Security Instruments, Lender may give Borrower a notice identifying the Lender shall satisfy the Lender or the one of more Securitry Instruments that any part of the Property is subject to a Lien which may attach over this Security Interest, Lender determines that any part of the Property is subject to a Lien which may attach over this Security Interest, or (c) Secures from the holder of the Lien an agreement satisfactory to Lender's satisfaction that the Lender's option to prevent the conveyance of the Lien, or (d) legal proceedings which in the Lender's opinion operate to prevent the conveyance of the Lien in a manner acceptable to Lender (b) conveys to good faith the Lender by the payment of the obligation secured by the Lien in the Lender's opinion acceptable to Lender (a) agrees to a written agreement whereby Lender has priority over this Security Interest unless Borrower (a) agrees to a

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Personnel paid Borrower shall promptly furnish to Lender all notices of amounts to be paid under the payables if obligations in the manner provided in paragraph 2, or if it not paid in this manner, Borrower shall pay them on time directly to the which may result priority over this Security Interest or ground rents, if any. Borrower shall pay these

a. Charges: Lender, Borrower shall pay all taxes, assessments, charges, rates and impositions applicable to the Property which has priority over this Security Interest unless Borrower (a) agrees to a

dated, to recover due, to principal due, and less, to any late charge; due under the Note.

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

Security Instruments.

Property, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sums secured by this held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale of the Funds upon payment in full of all sums secured by this Security Interest unless Borrower any Funds

to Lender the amount necessary to make up the deficiency. Lender shall make up the deficiency in no more than twelve months sufficient to pay the Escrow Lien due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the recovery of the Funds held by Lender as any sum is made. The Funds are pledged as additional security for all sums secured by this Security Interest

Lender may agree to extend, however, that interest shall be paid on the Funds, and the purpose for which each debt to the Funds was incurred according to the Escrow Lien, showing credits and debits to the Funds; and the purpose for which each debt to the Funds was incurred according to the Escrow Lien, unless Lender pays Borrower any interest or earnings on the Funds, without charge, to Lender may agree to extend, Lender shall not be required to pay Borrower any interest or earnings on the Funds, Borrower and requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, in connection with this Lien, unless applicable law permits Lender to make a periodic loan.

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this Lien, unless applicable law permits Lender to make such a charge.

The Escrow Lien, unless Lender pays Borrower interest on the Funds, annually analyzing the escrow account, or verifying the same. Lender may not charge Borrower for holding, and applying the Funds, unless Lender to make such a charge.

Lender, if Lender is such an institution, whose deposits are insured by a federal agency, instrumentality, or entity (including otherwise in accordance with applicable law,

The Funds shall be held in an institution, whose deposits are insured by a federal agency, instrumentality, or entity (including otherwise in accordance with applicable law,

estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may

severed from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lower mortgage loan may require Lender to exceed the Federal Real Estate Settlement Procedures Act of 1974 as

lender may, at any time, settle a and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in lieu of the payment of insurance premiums. These items are called "Escrow items."

property may, if any, and (d) any sums payable by Borrower to Lender, to account with the

or ground rents (e) the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if

and assessments which may attach priority over this Security Interest as a Lien on the Property; (h) yearly leasehold premiums and (i) yearly taxes.

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"). At: (g) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the

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

THIS SECURITY INSTRUMENT contains certain covenants for habitual use and non-mutual covenants with limited variations by jurisdiction to accommodate real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteances, and

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, set aside and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Initials: H. M.  
Form 3014 2/90

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 of this Security Instrument or clause of the Note is declared void under applicable law, such clause shall not affect other provisions of this Security Instrument or the Note and the Note will remain effective without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's stated herein or to any other address by notice to Lender. Any notice to Borrower. Any notice provided for in this Security Instrument shall be deemed given to Borrower or Lender when given as provided in this paragraph.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets 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 permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. In addition, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. Moreover, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

12. **Securitisation and Assignment Board:** Joint and Several Liability of Contractors. The coverings and guarantees of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverings and guarantees shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable jointly and severally for all obligations under this Security Instrument and any other instrument executed by him/her in connection therewith.

ii. Borrower Not Responsible; Forbearance is Under Not a Waiver. Extension of the time for payment or modification of nonrecourse of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest of Borrower if Lender is not satisfied with the performance by this Security instrument granted by Lender to any successor in interest of Borrower that has been made by the original Borrower or Borrower's successors in interest of Borrower.

United Leasing and Borrower acknowledge and agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Lender to Borrower, or if, after notice by Borrower, or if this Security Instrument which ever occurs, Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the same secured by this Security Instrument, whichever occurs, then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument, the Borrower and Lender otherwise agree in writing. The sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following factors: (a) the total amount of security instruments held by the Borrower, divided by (b) the fair market value of the Property immediately before the taking.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convexity in lieu of condemnation, are hereby reserved and shall be paid to Lender.

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender against losses available and is obtained. Borrowers shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirements for insurance ends in accordance with any written agreement between Borrowers and Lender or applicable law.

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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 covenant or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations accrued hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action 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 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 inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

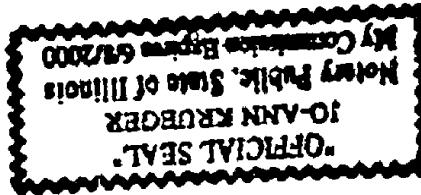
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Form 2044-880

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RETURN TO: A.J. SMITH FEDERAL SAVINGS BANK  
14757 S. CICERO AVENUE  
MIDLOTHIAN, IL 60445



My Commission Expires:

Given under my hand and official seal this 25TH day of JANUARY 1997  
Signed and delivered the said instrument as HEREBE 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 the same PERSONALLY known to me to be the same person(s) whose name(s) are  
J.O.-ANN KRUBERK  
Notary Public

HELEN L. HARRIS, DIVORCED AND NOT REMARRIED  
THE UNDERSIGNED,  
, Notary Public in and for said county and state do hereby certify that

(Name) \_\_\_\_\_  
(Seal)

STATE OF ILLINOIS,

Borrower  
(Seal)

Borrower  
(Seal)

HELEN L. HARRIS  
Helen L. Harris  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in  
any order(s) executed by Borrower and recorded with it.

21. 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 as if the order(s) were a part of this Security Instrument.  
(Check applicable box(es))
- Admisible Rate Rider  
 Condominium Rider  
 1A Family Rider  
 Generalized Ryman Rider  
 Planned Unit Development Rider  
 Biweekly Payment Rider  
 Race Improvement Rider  
 Second Home Rider  
 Other(s) (Specify) \_\_\_\_\_
- VA Rider  
 Settlement Rider  
 General Ryman Rider  
 Biweekly Payment Rider  
 Borrower Rider

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

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