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RECORD AND RETURN TO:
PRISM MORTGAGE COMPANY

350 WEST HUBBARD-SUITE 222
CHICAGO, ILLINOIS 60610

Prepared by:
MICHAEL D. RANDOLPH
CHICAGO, IL 60610

. DEPT-01 RECORDING 637.00
. T00012 TRM 5007 05/13/97 14:52:00
. 10760 + CG #-97-337444
. COOK COUNTY RECORDER

9702644

4247

MORTGAGE

37

THIS MORTGAGE ("Security Instrument") is given on MAY 7, 1997
DOUGLAS B. NELSON, JR., MARRIED TO
JACQUELYN DANELLE NELSON **

. The mortgage is

("Borrower"). This Security Instrument is given to
PRISM MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 350 WEST HUBBARD-SUITE 222
CHICAGO, ILLINOIS 60610

, and whose

TWO HUNDRED FIFTY NINE THOUSAND AND 00/100

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

Dollars (U.S. \$ 259,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for

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the Security Agreement. If Lender determines that any part of the Property is subject to a lien which may result in the... of the law, or (c) recover from the holder of the lien an amount exceeding the sum... of the law in legal proceedings which in the Lender's opinion appear to present the... of the obligation assumed by the borrower in a manner consistent with the... of the Security Agreement.

4. Changes: Lender, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property... and shall pay all taxes, assessments, charges, fees and impositions attributable to the Property... of the Property, shall apply any funds held by Lender to the payment of such taxes, assessments, charges, fees and impositions...

5. 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 terms of the Security Agreement; second, to amounts payable under paragraph 2; and, to interest due; third, to principal due; and last, to any tax due under the law.

6. Funds Held by Lender: Lender shall apply any funds held by Lender to the payment of such taxes, assessments, charges, fees and impositions... of the Property, shall apply any funds held by Lender to the payment of such taxes, assessments, charges, fees and impositions...

7. Funds Held by Lender: Lender shall account to Borrower for the amount of the Funds held by Lender in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not... of the Funds held by Lender shall account to Borrower for the amount of the Funds held by Lender in accordance with the requirements of applicable law.

8. Funds Held by Lender: Lender shall account to Borrower for the amount of the Funds held by Lender in accordance with the requirements of applicable law. Lender shall account to Borrower for the amount of the Funds held by Lender in accordance with the requirements of applicable law.

9. Funds Held by Lender: Lender shall account to Borrower for the amount of the Funds held by Lender in accordance with the requirements of applicable law.

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Under this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. 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 remove, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forcible 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 obligations herein...

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those 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 Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the outset 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: (i) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (iv) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, any act 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

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ORIGINAL SEAL
SHERIFF'S OFFICE
JANUARY 2008

My Commission Expires:

Given under my hand and official seal, this
signed and delivered the said instrument in
presence of the foregoing witnesses, appeared before me this day in person, and acknowledged the same
personally known to me to be the said party(ies)

STATE OF ILLINOIS
COUNTY OF COOK
I, the undersigned,
a Notary Public in and for said county and state do hereby certify

JACQUELYN DANIELLE NELSON
COOK

[Signature]

[Signature]

JACQUELYN DANIELLE NELSON
DOUGLAS S. NELSON, JR./NOTARIAL

[Signature]

in my (our) presence by Borrower and recorded with it.

SOLELY FOR THE PURPOSE OF RAISING ANY AND ALL MORTGAGE AND HOMESTAY RIGHTS
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Security Instrument and

- Adjustable Rate Rider
- Graduated Payment Rider
- Interest Rate
- VA Rider
- Conditional Rider
- Forward Lock Redemption Rider
- Rate Improvement Rider
- Clean(s) (prepay)
- 1-4 Party Rider
- Biweekly Payment Rider
- Second Home Rider

21. Subject to this Security Instrument, if one or more items are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each with other shall be interpreted here and shall stand and enjoin the covenants and agreements of this Security Instrument as if the other(s) were a part of this Security Instrument.

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

23. Waiver of Remedies. Borrower waives all right of borrower's remedies in the Property.

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RIDER - LEGAL DESCRIPTION

PARCEL 1: THE NORTH 20.36 FEET OF SUBLLOT 5 IN THE SUBDIVISION OF LOTS 1 AND 2, IN BLOCK 19 IN RAVENSWOOD, IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE WEST 4.68 FEET OF THE EAST 5.74 FEET OF THE NORTH 14.10 FEET OF SUBLLOT 5 LYING BELOW A HORIZONTAL PLANE WHICH IS 27.94 FEET ABOVE THE CITY OF CHICAGO DATUM; ALSO THAT PART OF THE WEST 4.35 FEET OF THE EAST 5.90 FEET OF THE SOUTH 26.13 FEET OF SUBLLOT 5 LYING BELOW A HORIZONTAL PLANE WHICH IS 27.94 FEET ABOVE THE CITY OF CHICAGO DATUM; ALSO THE EAST 10.46 FEET OF SUBLLOT 5 (EXCEPT THE NORTH 14.10 FEET THEREOF AND EXCEPT THE SOUTH 26.13 FEET THEREOF) ALL IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 19 IN RAVENSWOOD, IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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11/11/2011

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

4247

THIS ADJUSTABLE RATE RIDER is made this **7TH** day of **MAY**, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **PRISM MORTGAGE COMPANY** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1757 WEST SUNNYSIDE, #A, CHICAGO, ILLINOIS 60640
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **6.5000** %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **JUNE 1**, 1998, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date my interest rate will be based on an Index. The "Index" is the weekly

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Property of Cook County Clerk's Office

DATE: _____ TIME: _____ PAGE: _____

DOUGLAS E. NELSON, JR.
Nelson

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in the Agreement
Borrower

Section 1: (a) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (b) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (c) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (d) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (e) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (f) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (g) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (h) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (i) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (j) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (k) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (l) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (m) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (n) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (o) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (p) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (q) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (r) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (s) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (t) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (u) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (v) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (w) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (x) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (y) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto. (z) Borrower agrees to the terms and conditions of the Agreement and the terms of any amendments thereto.