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Permanent Index Number:

Prepared by: Middleberg Riddle & Gianna 2323 Bryan Street Suite 1600 Dallas, Texas 75201 COOK COUNTY
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BRIDGEVIEW OFFICE

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TRANSAMERICA MORTGAGE

COMPANY

50 OAK LAWN AVENUE, 7TH FL

DALLAS, TEXAS 75219

(Space Above This Line For Recording Date)

Data 1D: 778

Soan No: 1MC222 w

BOTTO : ANTOINE TE R. RANSOM JAMES

MORTGAGE

Ticor Title

THIS MORTGAGE ("Security Instrument") is given on the 15th day of May, 1998.

mortgagor is ANTOINETTA F. RANSOM JAMES AND WILFRED JAMES III, HER HUSBAND

("Borrower").
This Security Instrument is given to EAGLE MORTGAGE & CONSULTANTS, INC. A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 1955 BERNICE ROAD, LANSING, IL 60438

Borrower owes Lender the principal sum of SENTY-FIVE THOUSAND SIX HUNDRED and NO/100—Deffurs (U.S. \$ 65,600.00). This debt is evidenced by Borrows note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full &o', if not paid earlier, due and payable on June 1, 2028. 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 COOV. County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

440188

ILLINOIS - Single Family - Famile Man/Freddie Man MODIFIED INSTRUMENT

Form 3014 3/10

(Page 1 of 7 Pages)



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28424886 etc. 19

EXHIBIT A

LEGAL DESCRIPTION

LOT 522 IN THE 8TH ADDITION TO GLENWOOD GARDENS, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property:

227 Maple Drive

Glenwood, Illinois 60425

Permanent Real Estate Index No:

32-03-412-036-0000 OLINE CICATO OFFICE

Property of Cook County Clerk's Office

Loan No: TMC22240

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Data ID: 778

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, Forrower 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 responsion 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 cases 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 a 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 percover 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 22 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 in audiately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Europetr's Loan Application; Leaseholds. Borrower shall occupy, establica, and use the Property as Borrower's principal residence within sinty 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, inless Lender otherwise agrees in writing, which consent thall not be unreasonably withheld, or unless extenuating circums pages 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 turn 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 Loder (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 the Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires less 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 I indeed 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.

A. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the lean 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, from an alternate mortgage insurance 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, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender,

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high can be given effect without the conditions providers. To this can be providen of this Security having 15. Covering Lang Severability. This Security Instrument shall be governed by Industrial law and the law of including its official state of the Security Instrument or includes in which the Present is forward in which its white state of the Security Security is the law security that the law security is the law law includes the security in the law includes the law and the law includes the law inc

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Loan No: TMC22240 Data ID: 778

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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees of 15.00% of the sums due under the Note described above or the amount allowable under applicable state law; 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 of any 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 appeleration had occurred. However, this Security to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Charge 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 same and address of the new Loan Servicer and the address to which

payments should be made. The notice will also strain any other information required by applicable law.

29. Hazardous Substances. Borrower shall set cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Bracwer 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, lausuit 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 has 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 tonic or hazardous substances by Environmental Law and the following substances: gasoline, herosene, where flammable or tonic petroleum products, tonic pesticides and herbicides, volatile solvents, materials containing ashestos 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. Following Borrower's breach of any covenant or agreement in this Security Instrument, Lender at its option may require immediate payment in full of all sums secures of this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lunder 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 of 15.60% of the sums due under the Note described above or the amount allowable under applicable state law and costs of title evidence.

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Loan No: TMC22240

Bonower: ANTOINETTE R. RANSOM JAMES

Data ID: 1778

LEGAL DESCRIPTION

Paste legal description here then photocopy. Attach to the Mortgage and file as one instrument.

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Property of Cook County Clerk's Office

with this Security Instrument, the covena and supplement the covenants and agree Instrument. [Check applicable box(cs)]	nis an	at if one or more riders are executed agreements of each such rider shall to fithis Security Instrument as if the	be incornorated into and shall amend
Adjustable Rate Rider Graduated Payment Rider Ralloon Rider Other(s) [specify]		Condominium Rider Planned Unit Development Rider Rate Improvement Rider	☐ 1-4 Family Rider ☐ Bineckly Payment Rider ☐ Second Home Rider
By Signing Below, Borrower acc and in any rider(s) executed by Borrowe	epis a r and	nd agrees to the terms and covenants recorded with it.	contained in this Security Instrument
DOOD TO		```\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	RANSOM PAMES - BORRES ACTION (Seal)
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The foregoing instrument was acknowled			3 70 by
ANTOINETTE R. RANSOM JAMES A	ND V	95. Du	me Dullin
DIANE SULLIVAN NOTARY PUBLIC. STATE OF LLINOIS NY CONVISSIONEXPIRES 4:30-2000		20	PANE SUECHURA
My commission expires:			(Printed Name)
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Loan No: TMC22240

Borrower: ANTOINETTE R. RANSOM JAMES

Data ID: 778

ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 15th day of May, 1998, 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 EAGLE MORTGAGE & CONSULTANTS, INC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

227 E MAPLE DRIVE GLENWOOD, ILLINOIS 60425 (Property Address)

THE NOTE CANAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTONY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWERS INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST FAY.

ADDITIONAL COVENANTS In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender furth a civenant and agree as follows:

A. INTEREST RATE AND MONTHLY "ATMENT CHANGES

The Note provides for an initial interest total of 18625 %. 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 cay of June, 1999, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date.

Beginning with the first Change Date, my interest rate will be lasted on an Index. The "Index" is the weakly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index Egure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a ort index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest tale by adding FIVE und SEVEN/EIGHTHS percentage point(s) (5.875 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to be limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Clarge Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date acroy can interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

MULTISTATE ADJUSTABLE RATE RIDER (1 Year Treasury India-Rate Cape)

(Page 1 of 2 Pages)



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