

# UNOFFICIAL COPY

FNMA/FREDDIE MAC

MORTGAGE

ILLINOIS

(3014)

99628873

8755/0169 65 001 Page 1 of 7

1998-07-20 13:40:38

Cook County Recorder 33.50

The above space is for the recorder's use only

THIS MORTGAGE ("Security Instrument") is given on February 10,  
19 98. The mortgagor is Eunice M. Hayes ("Borrower"). This Security Instrument is given to  
Gillman, Griswold & Gonyea, Comp., which is organized and existing  
under the laws of State of Illinois, and whose address is 110 W. Howard St., Evanston, IL ("Lender").  
Borrower owes Lender the principal sum of One thousand three hundred thirty five and no/100. Dollars (U.S. \$ 1,335.00). 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 30 days upon completion. 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 prop-  
erty located in City of Harvey, Cook County, Illinois:

which has the address of 15839 Jo. Ackland,  
[Street], Harvey,  
Illinois 60426, ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security  
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Reorder from Illinois Financial Inc.

Form 3014 9/90 (page 1 of 6 pages)

5/1  
P/M  
M-0

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1. Payment of Principal and Interest: Borrower and Lender covenanted and agree as follows:
- UNIFORM COVENANTS.** Borrower and Lender covetanted and agree as follows: **98628873**
- (a) The principal of and interest on the debt evidenced by the Note and any prepayment and late charges due pay to Lender on the day monthly payable by Lender, until the Note is paid in full, a sum ("Funds") for:
- (c) Yearly taxes and assessments which may actually accrue over this Security instrument as a lien on the Property; (b) nearly leasedhold payments or ground rents on the Property, if any; (e) nearly hazard of property insurance premiums; (d) nearly flood insurance premiums, if any;
- (b) The Funds shall be held in an institution whose deposits are insured by a Federal agency, insurancability, or entity account, or verifying their existence, Lender may not charge Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser to verify the amount of funds held by Lender in connection with this loan, unless applicable law provides otherwise. Lender shall account for the excess Funds in accordance with the applicable law. If the amount of the Funds held by Lender in all sums secured by this Security instrument is not sufficient to pay the Escrow items within due, Lender may so notify Borrower in writing, and, in such case any time is not sufficient to pay the Escrow items within due, Lender may take up the deficiency.
- If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower no more than twelve months, at Lender's sole discretion.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payable by Lender, until the Note is paid in full, a sum ("Funds") for:
- (c) Yearly taxes and assessments which may actually accrue over this Security instrument as a lien on the Property; (b) nearly leasedhold payments or ground rents on the Property, if any; (e) nearly hazard of property insurance premiums; (d) nearly flood insurance premiums, if any;
- (a) The Funds shall be held in an institution whose deposits are insured by a Federal agency, insurancability, or entity account, or verifying their existence, Lender may not charge Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser to verify the amount of funds held by Lender in connection with this loan, unless applicable law provides otherwise. Lender shall account for the excess Funds in accordance with the applicable law. If the amount of the Funds held by Lender in all sums secured by this Security instrument is not sufficient to pay the Escrow items within due, Lender may so notify Borrower in writing, and, in such case any time is not sufficient to pay the Escrow items within due, Lender may take up the deficiency.
- If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower no more than twelve months, at Lender's sole discretion.
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under secured by this Security instrument, Lender shall promptly return to the person who held the Note: second, to amounts payable under paragraphs 1 and 2 shall be applied: first, to any prepayment due under the Note; third, to late charges due under the Note.
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security instrument, in a manner acceptable to Lender, in good faith the amounts secured by the lien, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien by, or defrands any claim of the lien in a manner acceptable to Lender, (b) consists in good agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, unless Borrower (a) consents in writing to the payment of the liability of the other creditors in the amount of notice.
5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
- Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to including loads or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and the property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards.
- 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 2 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, Reservation, 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 will 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, 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, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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Form 301A 9/90 page 4 of 6 pages

interest in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. If all or any part of the Property or any  
 17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any  
 16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument,  
 are declared to be severable.

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

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

a direct payment to Borrower. If a reduced reduces principal, the reduction will be treated as a partial prepayment without  
 be reduced to Borrower. Lender may choose to make this refund by reducing the principal, even under the Note or by making  
 the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will  
 with the loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce  
 charges, and that law is finally interpreted so that the interest or other loan charges, collected or to be collected in connection  
 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan  
 concern.

borrower or make any accommodations with regard to the terms of this Security Instrument or the Note without the  
 Borrower's interest in the Property under the terms of this Security Instrument; (c) is contingent on other Borrower may agree to pay the  
 fairmarket price but does not execute the Note; (d) is contingent on Secured instrument only to mortgagor, grant and convey that  
 of paragraph 17. Borrower's convenants and agreements shall be joint and several. Any Borrower who violates this Security  
 this Security Instrument shall bind and assist us in recovering the sums secured by this Security Instrument joint  
 12. Successors and Assigns; Joint and Several Liability; Cointinuity. The covenants and agreements of  
 a waiver of or preclude the exercise of any right of Lender.

Borrower or Borrower's successors in interest, any person in exercise of any right or remedy shall not be  
 otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original  
 shall not be required to assume pro rata's aggregate of the original Borrower's interest or release to extend time for payment or  
 modification of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender  
 modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest  
 11. Borrower Not Release, Foreclosure; Note Not A Waiver. Extension of the time for payment of  
 or postpone the due date of the note held by the original Borrower or Borrower's successors in interest for such payments.  
 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed  
 or to the sums secured by this Security Instrument, whether or not when due

Lender is liable, and to collect and apply the proceeds, at its option, either to restoration or repayment of the Property  
 make an award of costs and damages, Borrower, or it, after notice by Lender to Borrower that the endorser offers to  
 If the Property is abandoned by Borrower, or it, before notice by Lender to Borrower that the endorser offers to  
 makes, the proceeds, shall be applied to the sums secured by this Security Instrument whether or not the sums are then due;  
 immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise pro-  
 which the fair market value of the Property immediately before the taking is less than the amount of the sums secured im-  
 mmediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in  
 (a) the total amount of the sums secured before the taking, divided by (b) the fair market value of the Property  
 secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:  
 by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums  
 fair market value of the Property immediately before the taking, or greater than the amount of the sums secured  
 whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the  
 and shall be paid to Lender.

any condemnation or other taking of the Property, or for conveyance in lieu of condemnation, are hereby assigned  
 10. Condemnation. The proceeds of any award or damage, directly or consequent, in connection with  
 give Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall

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 covenants 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 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, 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.

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

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

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Form 3014 9/90 (page 6 of 6 pages)

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 11/17/98  
JANET B. HUBBOLD  
Notary Public  
Notary Public Seal for Lender and Recorder

OFFICIAL SEAL

Given under my hand and official seal, this  
10th day of October, 1998  
My Commission expires: 11-17-98

set forth.

..... signed and delivered the said instrument as  
..... subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
..... personally known to me to be the same person(s) whose name(s) are  
..... do hereby certify that

I, ..... a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS

Social Security Number: .....  
—Borrower

Social Security Number: .....  
(Seal)

Social Security Number: .....  
—Borrower  
(Seal)

.....  
X  
Witnesses:

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

- [Check applicable box(es)]
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Graduated Payment Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Balloon Rider
  - Rate Improvement Rider
  - Second Home Rider
  - Other(s) [Specify]

With this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument  
and supplement the covenants and agreements of each such rider shall be incorporated into and shall amend  
24. 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 rider(s) were a part of this Security Instrument.

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## EXHIBIT "A"

Property: 15839 S. Ashland, Harvey, Illinois 60426 County: Cook

Legal Description: Lots 30 to 36 inclusive in Block 105 in Harvey, being a subdivision of parts of Section 8 and 17, Township 36 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded May 23, 1890 as Document Number 1274898 in Cook County, Illinois.

Permanent Index Number(s): 29-17-318-049

29-17-318-013  
29-17-318-014  
29-17-318-015  
29-17-318-016  
29-17-318-017

Margaux Financial Services  
222 Church Street  
Woodstock, IL 60098

