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1998-09-17 13:15:08
Cook County Recorder 39.50

RECORD AND RETURN TO:
ANCHOR MORTGAGE CORPORATION

520 WEST ERIE, SUITE 300
CHICAGO, ILLINOIS 60610

Prepared by:

4046557

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 31, 1998. The mortgagor is
LESTER JONES
AND GERTHA JONES, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
ANCHOR MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose

address is 520 WEST ERIE, SUITE 300
CHICAGO, ILLINOIS 60610

("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED TWELVE THOUSAND EIGHT HUNDRED FIFTY AND 00/100
Dollars (U.S. \$ 212,850.00).

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 SEPTEMBER 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 COOK County, Illinois:

LOT ELEVEN (11) IN STANLEY'S DEER AVENUE SUBDIVISION OF LOTS FIVE (5)
TO ELEVEN (11) AND VACATED ALL LOTS LYING SOUTH OF AND ADJOINING LOT
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

10-14-404-014

Parcel ID #:

which has the address of 1808 W. WASHINGTON STREET, EVANSTON
Illinois 60202 (Code) ("Property Address");

[Street, City].

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9 90
Amended 8 98

10M 8

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RIDER - LEGAL DESCRIPTION

LOT ELEVEN (11) IN STANLEY'S DODGE AVENUE SUBDIVISION OF LOTS FIVE (5) TO ELEVEN (11) AND VACATED ALLEY (LYING SOUTH OF AND ADJOINING LOT (11) ELEVEN AND THE WEST FORTY-ONE (41) FEET OF LOT TEN (10) IN BLOCK ELEVEN (11) IN PITNER AND SONS SECOND ADDITION TO SOUTH EVANSTON, A SUBDIVISION OF THE NORTH HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) AND THE SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-14-404-014

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.

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

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

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) yearly bond or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or 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 Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower's 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 tax reporting service used by Lender in connection with this loan, and applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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 paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Taxes.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over

enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over

27114

Handwritten initials/signature



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 not 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.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 then due. If the Property is abandoned by Borrower, or if Lender notifies Borrower that the condonnor offers to make an award or settle a claim for damages, Borrower shall respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Borrower and Lender 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 such payments.

11. Borrower Not Released; Forfeiture by Lender Not a Waiver. Extension of the time for payment or modification of amortization 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 commence proceedings against any successor in interest or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by Lender. Any forbearance by Lender in exercising any right or to preclude the exercise of any right of Lender.

12. Successors and Assigns Bound. Joint and Several Liability. Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note is co-obligated to pay the sums secured by this Security Instrument, and (c) the Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

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 limited or 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) an such an 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. Lender may choose to make the refund by reducing the principal owed under the Note or by making a direct prepayment charge under the Note. If a refund reduces payment of the loan, the reduction will be treated as a partial prepayment without any effect on the amount of the loan.

14. Notice. A notice to Borrower provided in this Security Instrument shall be given by delivering it or by mailing it by first class mail, unless applicable law requires a different method. The notice shall be directed to the Property Address or any other address designated by Borrower in writing. Any notice to Lender shall be given by first class mail to

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Public

My Commission Expires: 12-15-98
Given under my hand and official seal this _____ day of _____, 19____
signed and delivered the said instrument as _____ THE _____
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person(s) whose name(s) THEY

LESTER JONES AND BERTHA JONES, HUSBAND AND WIFE
STATE OF ILLINOIS, COOK
County ss: _____
I, a Notary Public in and for said county, and state do hereby certify

(Seal) _____ Borrower
(Seal) _____ Borrower
(Seal) _____ Borrower

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

- (Check applicable boxes)
- Adjustable Rate Rider
 - Graduated Payment Rider
 - Balloon Rider
 - VA Rider
 - Continuum Rider
 - Planned Land Development Rider
 - Reverse Mortgage Rider
 - Other (Specify) _____
 - 1-4 Family Rider
 - Biweekly Payment Rider
 - Second Home Rider

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. (Check applicable boxes)

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
without charge to Borrower. Borrower shall pay any examination costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

21. including, but not limited to, reasonable attorneys' fees and costs of title evidence.
proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum (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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

Form 3170 8/80
Amended 3/83
DPS 8483

Multiple Copy Forms (800)521-7291

87U (8/80)

MULTI-PARTY 4 FAMILY RIDER Lender's Security Instrument

Security Instrument as the "Property."
Lender's Security Instrument (or the Security Instrument) of the Security Instrument (or the Security Instrument) shall be deemed to remain a part of the Property covered by the Security Instrument, all of which, including replacements and floor coverings, now or hereafter attached to the Property, attached mirrors, cabinets, paneling and attached doors, screens, blinds, shades, curtains, window coverings, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm apparatus, security and access control apparatus, security and access control or distribution hearing, cooling, electric, gas, water, air and light, fire prevention and extinguishing including, but not limited to, those for the purposes of supplying appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, the Property described in the Security Instrument, and shall also constitute the Property covered by the Security Instrument. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distribution hearing, cooling, electric, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, security and access control apparatus, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, window coverings, now or hereafter attached to the Property, attached mirrors, cabinets, paneling and attached floor coverings, now or hereafter attached to the Property, shall be deemed to remain a part of the Property covered by the Security Instrument (or the Security Instrument) of the Security Instrument (or the Security Instrument) as the "Property."

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distribution hearing, cooling, electric, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, security and access control apparatus, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, window coverings, now or hereafter attached to the Property, attached mirrors, cabinets, paneling and attached floor coverings, now or hereafter attached to the Property, shall be deemed to remain a part of the Property covered by the Security Instrument (or the Security Instrument) of the Security Instrument (or the Security Instrument) as the "Property."

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

(the "Property Address")
EVANSTON, ILLINOIS 60201
1808 W. WASHINGTON STREET

"Lender") of the same date and covering the Property described in the Security Instrument and located at:
ANCHOR MORTGAGE CORPORATION
Secure Borrower's Note to

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
THIS 1-4 FAMILY RIDER is made this 31ST day of AUGUST, 1988

1-4 FAMILY RIDER
Assignment of Rents

... derived from the Property without any showing as to the ... a receiver appointed to take possession of and manage ... shall be liable to account for only those Rents actually ... the sums secured by the Security Instrument; (v) Lender, ... maintenance costs, insurance premiums, taxes, assessments and ... but not limited to, attorneys' fees, receiver's fees, ... all be applied first to the costs of taking control of and managing ... (iv) unless applicable law provides otherwise, all Rents ... shall pay all Rents due and unpaid to Lender or Lender's ... to collect and receive all of the Rents of the Property; (iii) ... to be applied to the sums secured by the Security ... (ii) all Rents received by Borrower shall be held by ... not an assignment for additional security only.

... to be paid to Lender or Lender's agent. This assignment ... to paragraph 21 of the Security Instrument and (ii) Lender ... However, Borrower shall receive the Rents until (i) Lender ... the Rents, and agrees that each tenant of the Property shall ... of the Property are payable. Borrower ... and transfers to Lender all the rents and revenues ... LENDER IN POSSESSION.

... in this paragraph (c), the word "lease" shall mean ... extend or terminate the existing leases and to execute ... Upon the ... Borrower shall assign to Lender all leases ... shall remain in effect.

... Uniform Covenant 18 is deleted. All ... and Borrower otherwise agree in writing, the ... Uniform Covenant 5.

... shall maintain insurance against rent loss in addition to ... Uniform Covenant 5. ... without Lender's prior written ... the Property without Lender's prior written ... shall not allow any lien ... the Security Instrument to ...

... body applicable to the Property ... shall comply with all laws, ordinances, regulations and requirements of any ... the Property or ... Lender has agreed in writing to the ... shall not seek, agree to or make

... of the Property as a unit ... the Property and collect the Rents and ... Lender and (vii) Lender shall ... Lender's agent or any third party ... other charge on the Property, and it ... premiums on receiver's bonds, part ... the Property and collect the Rents ... collected by Lender or Lender's agent ... agents upon Lender's written demand and ... Borrower agrees that each tenant of the ... Instrument and Lender shall consent ... Borrower as trustee for the benefit of ...

... If Lender gives notice of ... of Rents constitutes an assignment ... has given notice to the tenants that the ... Lender has given the power of attorney ... pay the Rents to Lender or Lender's ... authorizes Lender or Lender's agent to ... ("Rents") of the Property, regardless ... Borrower accepted, and upon condition ...

... "assignment of Rents" ... "assignment of Rents" shall mean ... new lease, in Lender's sole discretion ... assignment, Lender shall have the right ... of the Property and all security appur ...

... UNIFORM COVENANTS ... that sentence in Uniform Covenant 6 ...

... UNIFORM COVENANTS ... F. BORROWER'S RIGHT TO ... E. "BORROWER'S RIGHT TO ... D. RENT LOSS INSURANCE

... inferior to the Security Instrument to ... C. SUBORDINATE LIENS, TAXES

... B. USE OF PROPERTY COMPATIBLE ... change in the use of the Property or ... governmental body applicable to the Property ...

