

# UNOFFICIAL COPY

65968158  
7013-0167-07-001 Page 1 of 6  
1998-09-28 15:55:00  
Cook County Recorder 31.50

## When Recorded Mail To:

Home Loan and Investment Bank, F.S.B.  
One Home Loan Plaza, Suite 3  
Warwick, Rhode Island 02886-1765

[Space Above This Line For Recording Data]

## MORTGAGE

Loan Number

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 16, 1998. The mortgagor is BARBARA R. WILLIAMSON, A SINGLE WOMAN ("Borrower"). This Security Instrument is given to HOME LOAN AND INVESTMENT BANK, F.S.B., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765 ("Lender"). Borrower owes Lender the principal sum of SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY AND 00/100ths Dollars (U.S.\$71,250.00). 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 21, 2013. 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:

SEE ATTACHED SCHEDULE A

which has the address of 410 SOUTH 18TH AVENUE, MAYWOOD  
Illinois 60153  
(Property Address):  
(Zip Code)

(Street, City)

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 seised 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.

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Form 301A 9/90 (page 2 of 6 pages)

98868158

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 covered by Lender's rights in the Property in accordance with paragraph 7.

It is understood that the parties hereto shall promptly discharge any lien which has priority over this Security Instrument except as otherwise provided in the following:

4. **Chargess;** Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may affect the Security Instrument, and leasehold payments of 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 through 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.

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 21, 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 instrument, or Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess. Funds in an account with the requirements of applicable law. If the amount held by Lender at any time exceeds funds held by Lender under 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 months from the date of notice.

Leender, if Leender's such an institution) or in any Federal Home Loan Bank. Leender shall apply the Funds to pay the Escrow items, Leender may charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or vesting the Escrow title, unless Leender pays Borrower interest on the Funds and applicable law permits Leender to make such a charge. However, Leender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be required to pay Borrower any interest or earnings on the Funds, Borrower and Leender shall agree in writing, however, that interest shall be paid on the Funds. Under such charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit without charge, and Leender may agree in writing, however, that interest shall be paid on the Funds. Under such 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.

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

2. Funds for Taxes and Insurance. Subject to applicable law or to 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, if any; (c) yearly hazard 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 "Borrower 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. § 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 future Escrow items or expenses.

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.

**THIS SECURITY INSTRUMENT** combines mutual covenants for mutual use and non-disjunctive covenants with mutual  
variations by jurodisction to constitute a uniform security instrument covering real property.  
**INTEGRAL COVENANTS.** Both parties and Lender covenant and agree as follows:

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**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, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to 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 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 such payments.

**11. Borrower Not Released; Forbearance 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 refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**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: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that 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 that 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 finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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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 affect Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation or forfeiture or other laws or regulations), then Lender may do and include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney fees and entitling on the Property to make repairs. Although Lender may take action under this paragraph pay for whatever is necessary to protect the value of the Property and recover's rights in the Property. Lender's actions may become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect, for any reason, the mortgage coverage subsequently established by Lender lapses or ceases to be in effect, at a cost substantially equivalent to obtain coverage insurance previously in effect, Borrower shall pay the premiums required to maintain coverage subsequently established 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 subserviency equitably established by Lender 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 is ceased or terminated.

9. Lender's Rights. Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall give notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

All insurance policies and renewals shall be acceptable to Leender and shall include a standard nonnegotiable clause: Leender shall have the right to hold the policies and renewals. If Leender requires, Borrower shall promptly give to Leender all receipts of paid premiums and renewals. In the event of loss, Borrower shall promptly give notice to the insurance carrier and Leender.

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Form 3014 9/90 (page 5 of 6 pages)

the subject premises covered by this mortgage.

record title owner, he or she is signing this mortgage for the sole purpose of waiving his or her homestead interests in, or and to  
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. If one of the signers is not a  
widower to Borrower, Borrower shall pay any recordation costs.

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.

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 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 notice may result in acceleration of the sums secured by  
failure to cure the default on or before the date specified in the notice; (d) that  
Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-existence  
of a default or any other defense of Borrower to accelerate and foreclose. If the notice 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, notwithstanding any provision to the contrary in this instrument. Lender  
shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including,  
but not  
Security instrument without further acceleration 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  
Security instrument, for example, fees and costs of title evidence.

20. Hazardous Substances. Borrower and Lender further covenant and agree as follows:

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

to health, safety or environmental protection.

As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate  
to pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in  
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, toxic  
and hazardous substances by

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

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 normal residential  
use of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential  
Property 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.

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." If there is a change of the Loan Servicer, Borrower will be given written notice of the  
change or 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.

fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under  
certain circumstances. Upon reinstatement by Borrower, this Security instrument and the obligations shall remain  
indefinite unchanged. Lender's rights in the Property and Borrower's obligation to pay the sums secured hereby shall remain  
instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security instrument shall  
reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security  
covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to,  
would be due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any default of any other  
entity of a judgment this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which then  
specify for reinstatement) before sale of the Property pursuant to any Power of sale contained in this Security instrument; or (b)  
of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may  
permits) for reinstatement, if Borrower meets certain conditions, Borrower shall have the right to have enforcement  
18. Borrower's Right to Reinstate. If Borrower fails to pay the sums due under notice or demand on Borrower.

If Lender exercises this option, Lender shall give 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 remedy  
less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

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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 box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

  
BARBARA R. WILLIAMSON (Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

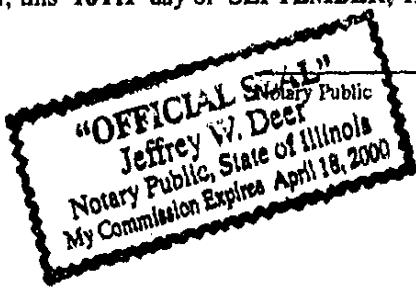
STATE OF ILLINOIS, COOK

County ss:

I, a Notary Public in and for said county and state do hereby certify that BARBARA R. WILLIAMSON, A SINGLE WOMAN, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16TH day of SEPTEMBER, 1998.

My Commission Expires:



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This Instrument was prepared by: Home Loan and Investment Bank, F.S.B., One Home Loan Plaza, Suite 3, Warwick, Rhode Island 02886-1765