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1998-10-27 14:33:21
Cook County Recorder 31.50

RECORD AND RETURN TO:
DORAL MONEY, INC. (USA)

4201 GALLERIA DRIVE-ATTN: SERVICING
LOVES PARK, ILLINOIS 61111



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Prepared by:
MARGIE MATOS
CHICAGO, IL 80831

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 23, 1998** . The mortgagor is **BERTHA LLOYD, UNMARRIED PERSON**

("Borrower"). This Security Instrument is given to
DORAL MONEY, INC. (USA)

which is organized and existing under the laws of **THE STATE OF DELAWARE** , and whose address is **8700 WEST BRYN MAWR-SUITE 720-S CHICAGO, ILLINOIS 60631** ("Lender"). Borrower owes Lender the principal sum of **FIFTY THOUSAND AND 00/100**

Dollars (U.S. \$ **50,000.00**).

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 **OCTOBER 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 27 IN BLOCK 2 IN H. O. STONE AND COMPANY'S ROBEY STREET SUBDIVISION OF THAT PART OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE RIGHT OF WAY OF THE PITTSBURGH, CINCINNATI, CHICAGO, ST.LOUIS RAILROAD IN COOK COUNTY, ILLINOIS.

20-31-307-024-0000

Parcel ID #:

which has the address of **8355 SOUTH HOYNE, CHICAGO**

Illinois 60620

**Street, City ,
Zip Code ("Property Address"):**

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

**INSTRUMENT Form 3014 9/90
Amended 8/96
VMP-BRIL (1980B)**

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199-17(1)(B) 1998

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 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 prior to or

4. **Chargers:** Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may affect 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 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 and 2 shall be applied first, to any principal due and last, to any late 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, 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.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder exceeds the amounts permitted to be held by applicable law, Lennder shall pay to Borrower the Escrow items when due, Lennder may so notify Borrower in writing, and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after Lennder's sole discretion.

applicable law requires interest to be paid; Lender shall not be required to pay Borrower any interest or earnings on the Funds, unless otherwise provided, otherwise, unless otherwise agreed, interest on the Funds shall be paid monthly, and the Funds shall be 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 Lenders, 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 Broker whatever for holding the Funds, unusually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Broker interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Broker to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Lessor or otherwise in accordance with applicable law.

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," under my authority, at any time, collect and hold Funds in an amount not to exceed the lesser amount, if so, under my authority, collect and hold Funds in an amount not to exceed the lesser amount, unless another law that applies to the Funds sets a lesser amount; If so, I under my authority, collect and hold Funds in an amount not to exceed the lesser amount.

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 taxes and assessments which may accrue prior to this Security instrument as a lien on the Property; (a) yearly taxes and 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

OUTFORM COVENANTS; Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by which it combines uniform security instruments covering real property.

BORROWER COVENANTS that Borrower is indebted to in this security instrument as the "Property".

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 addititions shall also be covered by this Security

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

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

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 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 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. 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

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender. If cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender, if substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equivalent to one-twelfth of the yearly mortgage 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 coverage. Loss reserve shall be paid to Lender. Borrower or its agent may make reasonable entries upon and inspect portions of the Property. Lender shall give Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect portions of the Property. Lender shall give condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, in connection with any market value of the sums secured by the Property immediately before the taking, unless Borrower and Lender otherwise agree. In the event of a partial taking in which the fair market value of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument, immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, and (a) the total amount of the sums secured by the Property multiplied by the fraction (b)/(a). If the Property is abandoned by Borrower and Lender is entitled to collect and apply the proceeds, either to restore or repair of the given, 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, either to repair or waive the amount of such payments.

10. Condemnation. The proceeds of any award or claim for damage, 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.

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment of monthly payments due date of the sums secured by this Security instrument, whether or not the sums secured by this Security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an 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 or Lender shall not be required to pay the amount of amortization of the sums secured by this Security instrument of the time for payment of monthly payments.

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 shall be liable to Lender and to any successor in interest of Lender without regard to the terms of this Security instrument; and (c) agrees that Lender may charge any other Borrower made by the original Borrower or Borrower's successors in 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 but does not execute the Note; (a) is co-signing this Security instrument only in mortgagee, grant and convey that instrument but does not execute the Note; (a) is co-signing this Security instrument with regard to the terms of this Security instrument; and (b) is not personally obligated to pay the sums secured by this Security instrument.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which limits maximum loan charges, and that law is finally interpreted so that the interest of other loans charged collected or to be collected in connection with the loan exceeded the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to collect in connection with the loan.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery in or by mailing to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender, Lender may choose to make this reduced principal, the reduction will be treated as a partial prepayment to Borrower. Lender may require to make this reduced principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this reduced principal owed under the Note or by making a direct payment to Borrower.

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay 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

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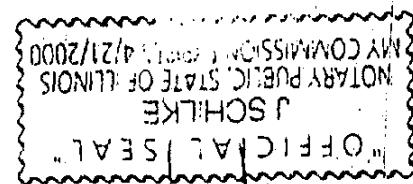
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12/2000

My Commission Expires:

Given under my hand and official seal, this
day of December, 2000,
signed and delivered the said instrument as HIS/HER free and voluntary act, to the uses and purposes herein set forth.
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)

Notary Public in and for said county and state do hereby certify
Count/s: BERTHA LLOYD, UNMARRIED PERSON
I, the undersigned,

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

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

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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.
Check applicable box(es):
- | | | | | | | |
|--|--|---|--|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Bi-weekly Payment Rider | <input type="checkbox"/> Rate Imprecise Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> GMudaneed Party Joint Rider | <input type="checkbox"/> VA Rider | <input type="checkbox"/> Ballroom Rider | <input type="checkbox"/> GMudaneed Party Joint Rider | <input type="checkbox"/> Ballroom Rider | <input type="checkbox"/> VA Rider | |

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
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
or before the date specified of a default or any other default to accelerate to acceleration and the right to assess in the note
implied Borrower of the right to remit after acceleration and sale of the Property. The notice shall further
secure by this Security Instrument, forclosure by judicial proceeding and sale of the Property. The note shall further
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(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 date required to cure the default;