

FNMA/FREDDIE MAC

MORTGAGE

ILLINOIS

(3014)

Wolf Financial Resources, Inc.
 2115 Butterfield Road - Suite 103
 Oak Brook, Illinois 60523

The above space is for the recorder's use only

1997 THIS MORTGAGE ("Security Instrument") is given on Sept 9 by Ronnie Sawyer, a/k/a Ronnie J. Sawyer ("Borrower"), this Security Instrument is given to Wolf Financial Resources, Inc., which is organized and existing under the laws of State of Illinois, and whose address is 2115 Butterfield Rd., Chicago, IL ("Lender"). Borrower owes Lender the principal sum of Seven thousand four hundred ten dollars (U.S. \$ 7,510.00). 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 property located in City of Chicago, Cook County, Illinois:

Property Report

Property: 11340 S. Parnell, Chicago, IL 60628 County: Cook

Legal Description: Lot 17 and the North 12.5 feet of Lot 18 in Block 20 in Sheldon Heights, a Subdivision in the Northwest quarter of Section 21, Township 32 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number(s): 25-21-120-028

Owner(s) of Record: Ronnie Sawyer, a/k/a Ronnie J. Sawyer

which has the address of
 [Street] [City] [Zip]

Illinois ("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

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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, 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 not 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 repayment 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

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and Lender or applicable law.

reserve, until the commencement of mortgage insurance ends in accordance with any written agreement between Borrower and is obligated, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss die amount and for the period than Lender requires) provided by an insurer approved by Lender, if mortgagage becomes available insurance, Lender reserves may no longer be required, at the option of Lender, if mortgagage insurance coverage (in respect of coverage payable to Lender will accept, use and retain diese payments paid by Borrower when the insurance coverage is no longer to be in effect, Lender reserves to one-half of the yearly mortgage insurance premium paid by Borrower which is not available, if Lender reserves shall pay to Lender each premium paid by Lender, if subsequently equivalent mortgagage insurance coverage is not available, Borrower shall pay to Lender any additional amount to the cost to Borrower of the mortgage insurance previously in effect, in a cost substantially reduced to obtain coverage substantially equivalent to the mortgage insurance previously in effect, in effect, in a cost substantially reduced to obtain coverage insurance required by Lender to cover cases of losses to be in effect, Borrower shall pay the premiums security insurance, Borrower shall pay the mortgage insurance in substance in effect, if, for any reason, the insurance coverage required under this paragraph 7 shall become available due to failure of Borrower secured by this payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this

the due of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from any amounts disputed by Lender under this paragraph 7 shall become available due to failure of Borrower secured by this

this paragraph 7, Lender does not have to do so.

paying reasonable attorney's fees and encumbring on the Property to take papers. After notice Lender may take action under actions may include paying any sums received by a lessor which has priority over the Security instrument, appearing in court, and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's which is a proceeding in bankruptcy, practice, for condonation or forfeiture to enforce laws of regularization, then Lender contained in this document, or there is a legal proceeding that may significantly affect Lender's rights in the Property contained in writing.

7. **Predication of Lender's Rights in the Property.** If so/over fails to perform the covenants and agreements

if Borrower acquires title to the Property, the lesseehold and the fee title shall not merge unless Lender agrees to the permanent residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as information of settlements to Lender for failed to provide Lender with any material information in connection with the loan interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or otherwise materially false or inaccurate in the Property or other material information of the lessee's security proceedings to be descended with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's security interest. Borrower may cure such a default and continue, as provided in paragraph 8, by curing the action or would result in forfeiture of the Property or otherwise materially impair the lessee's security instrument of Lender's be in default of any tortious action or proceeding, whether civil or criminal, is begun in Lender's court judgment, damages or injury to the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall immediately be liable, or unless extenuating circumstances exist which are beyond Borrower's control, Borrower shall not for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which cannot shall not be after the execution of this Security instrument and shall commence to occupy the Property as Borrower's principal residence thereafter. Borrower shall occupy the Property in writing, and use the Property to Lender's loan application days thereafter. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed

Instrument immediately prior to the acquisition of possession of the Property referred to in paragraph 1 and 2 or change the amount of the payment, if given, 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 power to the acquisition shall pass to Lender to the extent of the sum secured by this Security if under paragraph 2 of the month by payment referred to in paragraph 1 and 2 or change the amount of the payment, or possession the due date of the monthly payment, or unless Lender offers to pay in writing, any application of proceeds to principal shall not exceed

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

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.

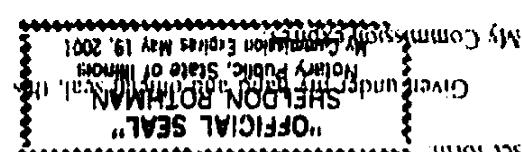
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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(Space Below This Line Reserved for Lender and Recorder)



..... signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein
subscribed 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)
do hereby certify that *Anthony J. Gatto*, A/K/A *Anthony J. Gatto*,
.....
L. *Anthony J. Gatto*, Notary Public in and for said county and state,

STATE OF ILLINOIS, COUNTY ss:

Special Security Number
—Borrower

John S. Smith
A.K.A. *John S. Smith*
Special Security Number
—Borrower

.....
and in any riders) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument
Witnesses:

- [Check applicable boxes] Other(s) [Specify]
- 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

(Check applicable boxes) And supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
With this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend
and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.