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Cook County Recorder 29.50



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LOAN#16322

Prepared by: LAURA VARELA
CREDICORP, INC.
233 S. WACKER DRIVE, STE 4030
CHICAGO, ILLINOIS 60606



MORTGAGE

THIS MORTGAGE is made this 07 day of APRIL , 1999 , between the Mortgagor,

MONIQUE Y. DESHIELD ALSO KNOWN AS MONIQUE Y. DESIELDS, A SINGLE WOMAN

(herein "Borrower"), and the Mortgagee,

CREDICORP, INC., a corporation organized and
existing under the laws of ILLINOIS , whose address is

233 S. WACKER DRIVE, STE 4030, CHICAGO, ILLINOIS 60606

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 18,748.00 , which indebtedness is evidenced by Borrower's note dated APRIL 7, 1999 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on APRIL 12, 2024 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK , State of Illinois:

THE NORTH 10 FEET OF LOT 27 AND ALL OF LOT 28 IN BLOCK 9 IN CALUMET TRUST'S SUBDIVISION IN SECTION 12, BOTH NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND FRACTIONAL SECTION 7, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1925, AS DOCUMENT NUMBER 9137462, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-12-406-052

which has the address of 9935 SOUTH CRANDON, CHICAGO, ILLINOIS 60617

[Street]

[City]

Illinois

[ZIP Code] (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

VMP-2076(IL)95021

Initials:
Page 1 of 5

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Form 3814

Page 2 of 5

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances foregiving, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are heremailed to 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 covenants that Borrower warants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

1. Payment of Principal and Interest. Borrower shall pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the early taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the basis of yearly premium installments for insurance, plus one-twelfth of yearly premium installments for hazard insurance, plus annual accountings said assessments and bills and insurance, if any, all as reasonably estimable initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereafter. Borrower shall not be obligated to make such payments to Lender if Lender may not charge for so holding and applying the Funds, analyzing said account orerty and fulfilling said assessments and bills, unless Lender pays Borrower interest on said taxes, assessments, insurance premiums and ground rents, Lender may not charge for so holding and applying the Funds to or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents, unless Lender holds the Funds to make up the deficiency in one or more payments to Lender.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay the monthly installments of Funds, Lender shall pay to Lender any amount necessary to pay the monthly installments of Funds, unless Lender holds the Funds to make up the deficiency in one or more payments to Lender.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender if Lender pays first in payment of amounts payable to Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to the principal of the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof, then to interest payable on the Note, and then to the principal of the Note, and later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, and leaseshold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereon, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, and leaseshold payments or ground rents, if any.

6. Payment of Taxes. Funds held by Lender, together with the future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall be held by Lender to make up the deficiency in one or more payments to Lender.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay the monthly installments of Funds, Lender shall pay to Lender any amount necessary to pay the monthly installments of Funds, unless Lender holds the Funds to make up the deficiency in one or more payments to Lender.

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7. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof, then to interest payable on the Note, and then to the principal of the Note, and later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

8. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereon, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, and leaseshold payments or ground rents, if any.

9. Payment of Taxes. Funds held by Lender, together with the future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall be held by Lender to make up the deficiency in one or more payments to Lender.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay the monthly installments of Funds, Lender shall pay to Lender any amount necessary to pay the monthly installments of Funds, unless Lender holds the Funds to make up the deficiency in one or more payments to Lender.

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10. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof, then to interest payable on the Note, and then to the principal of the Note, and later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions and to

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Form 3814

Page 4 of 5

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

Borrower shall pay all costs of recordation, if any.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including

of the Property, have the right to collect and retain such rents as they become due and payable.

Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment

19. **Assignment of Rents; Appointee of Receiver.** As additional security hereunder, Borrower assigns to

Mortgagee and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Lender may reasonably require to assure that the lien of this Mortgage shall continue unimpeded. Upon such payment, and cure by Borrower, this

provision in paragraph 17 hereof, including, but not limited to, reasonable attorney fees, and (d) Borrower takes such action as

provided in the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as

provided at any time prior to entry of a judgment enforcing this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender

covenants or agreements of Borrower contained in this Mortgage; (b) Borrower cures all breaches of any other

breach of this Note had no acceleration occurred; if: (a) Borrower pays Lender all sums which

would be then due under this Mortgage and the Note had no acceleration occurred;

18. **Borrower's Right to Remand.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to

Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage

discontinued at any time prior to entry of a judgment enforcing this Mortgage, beginning by Lender to accelerate this Mortgage

title reports, including, but not limited to, reasonable attorney fees and costs of documentary evidence, abstracts and

foreclosure by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of

foreclosure this Mortgage by this Mortgage to be immediately due and payable without further demand and may

declare all of the sums secured by this Mortgage to be due before the date specified in the note, Lender, at Lender's option, may

foreclose. If the breach is not cured on or before the date specified in the note, Lender to assert

in the notice shall further inform Borrower of the right to remand after acceleration and the right to assert

the property. The notice shall result in acceleration of the sums secured by this Mortgage, foreclose by judicial proceeding, and sale of

the notice may result in acceleration of the sums secured by this Mortgage, foreclose by judicial proceeding, and sale of

Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified to

(2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to

Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach;

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or

agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage

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

Mortgage, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

by this Mortgage without further notice or demand on Borrower.

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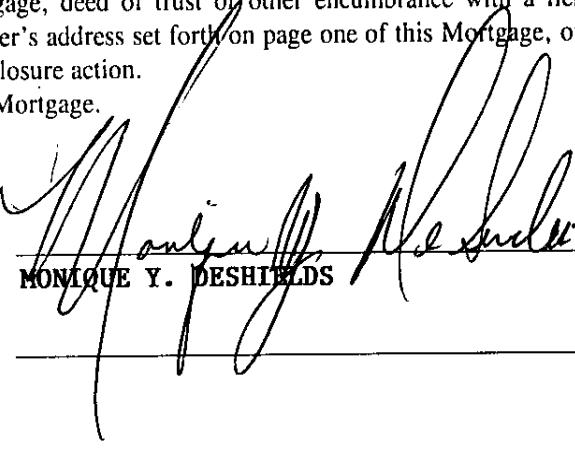
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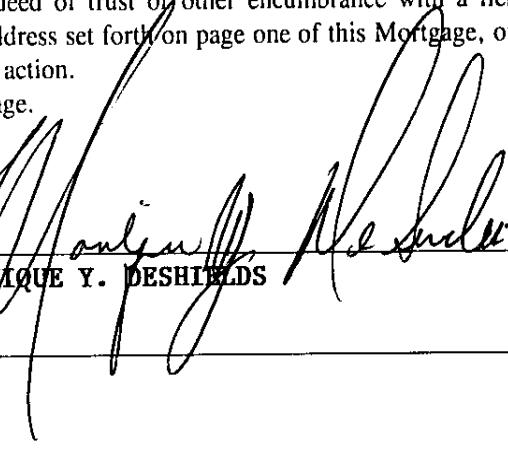
REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

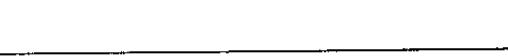
IN WITNESS WHEREOF, Borrower has executed this Mortgage.


MONIQUE Y. DESHIELDS

(Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower
(Sign Original Only)

County ss: COOK

STATE OF ILLINOIS,

I, THE UNDERSIGNED

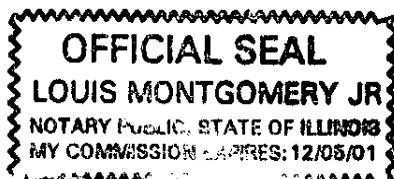
a Notary Public in and for said county and state do hereby certify that

MONIQUE Y. DESHIELD ALSO KNOWN AS MONIQUE Y. DESHIELDS, 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 **SHE** signed and delivered the said instrument as **A** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this **07** day of **APRIL**, 19**99**

My Commission Expires:



Louis Montgomery Jr.
Notary Public

**THERE WILL BE A FEE OF \$25.00
FOR ANY PAYOFF OR VERIFICATION
OF MORTGAGE REQUESTED.**