

# UNOFFICIAL COPY

This Doc Prepared by  
JOAN GILBERT

SEARCHED AND RETURNED TO:

EQUITY MORTGAGE CORPORATION  
1920 HIGHLAND AVENUE, SUITE 210  
LOMBARD, ILLINOIS 60148

4000302

return to  
Law Title Insurance Co.  
790 Royal St. George Drive  
Suite 106  
Naperville, Illinois 60563

[Space Above This Line For Recording Data]

D4880

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **October 11, 1991**. The mortgagor is **PATRICIA L. SIBLEY, DIVORCED AND NOT SINCE REMARRIED and JAMES B. SIBLEY, SINGLE NEVER MARRIED**

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

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **1920 HIGHLAND AVENUE, SUITE 210, LOMBARD, ILLINOIS 60148**

("Lender"). Borrower owes Lender the principal sum of **Twenty-eight thousand and NO/100 Dollars (U.S. \$ 28,000.00)**.

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 16, 2006**. 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 TWENTY SEVEN (27) IN BLOCK ONE HUNDRED SEVEN (107) IN CORNELL,  
BEING A SUBDIVISION OF THE WEST HALF (1/2) OF SECTION 26, THE SOUTH  
EAST QUARTER (1/4) OF SECTION 26 (WITH THE EXCEPTION OF THE EAST HALF  
(1/2) OF THE NORTH EAST QUARTER (1/4) OF SAID SOUTH EAST QUARTER (1/4),  
THE NORTH HALF (1/2) OF THE NORTH WEST QUARTER (1/4), THE SOUTH HALF  
(1/2) OF THE NORTH WEST QUARTER (1/4) WEST OF ILLINOIS CENTRAL RAILROAD,  
AND THE NORTH WEST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF  
SECTION 35, ALL IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #: 20 35-200-044

which has the address of

Illinois **60563**  
(Zip Code)

**7949 SOUTH WOODLAND, CHICAGO**

(Street, City).

("Property Address")

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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 accrued by the lien in a manner acceptable to Lender; (b) consents in good faith the lien to be defined and agreement of the parties to 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 to take the necessary steps to foreclose the lien within 10 days of the giving of notice.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. (Chargess) Items, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property.

Third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2 and 3 shall be applied first to any amounts due under the Note, second to amounts payable under paragraphs 2 and 3 and third to any other amounts due under the Note.

Upon payment in full of all sums accrued by this Securit Instrument, Lender shall promptly refund to Borrower any funds held by Lender; if, under Paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the property, shall make any funds held by Lender available to the trustee for distribution as set forth above until the sum so accrued by

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 accordance with the requirements of applicable law. 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 three (3) business days after notice is given.

affirmative and negative metrics to determine which funds are best positioned and which are at risk. Portfolio and manager risk analysis is conducted on a quarterly basis to help identify potential risks and opportunities.

The funds shall be held in an escrow account whose depositories are insured by a federal agency, instrumentality, or entity.

ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ ԿԱռԱՎԱՐՈՒԹՅԱՆ ՀԱՆՐԱՊԵՏԱԿԱՆ ԽՈՐհՐԵՎ ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ ՀԱՆՐԱՊԵՏԱԿԱՆ ԽՈՐհՐԵՎ

the providers of coverage premiums, or in the case of the payment of insurance premiums; these items are called "second-mover" items.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

(CONTINUED ON PAGE NINETEEN) Rotator shall cover him and agree to indemnify him against all claims and expenses arising out of any accident or injury suffered by the Note and any person acting and title clatters due under the Note.

**THIS SITE IS STRICTLY INSTRUMENTAL** to companies utilizing conveniences for national and non-national consumers with limited audiences by providing them with a unique service instrument covering real properties.

**HORROWER v. COFFEE-NANTS** that Horrower is lawfully vested of the estate hereby conveyed and has the right to mortgage.

RESTATEMENT. All of the information contained in the original instrument shall also be covered by this Security Fixtures Note or heretofore 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".

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**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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 3014 8/90

Digitized by srujanika@gmail.com

1920 HIGHLINE AVENUE, SUITE 111, TUMWATER, WA 98501-4819

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he Y \_\_\_\_\_, personally known to me to be the same person(s) whose name(s)

1. MARY PATRICIA L. SIBLEY, DUCOURTIN AND NOT SINCE REMARRIED and JAMES B. SIRIEN, SINCE  
1. MARY PATRICIA L. SIBLEY, DUCOURTIN AND NOT SINCE REMARRIED and JAMES B. SIRIEN, SINCE  
NEVER MARRIED

STATE OF ILLINOIS, *we* *the people* of Illinois, *do* *ordain* and *establish* this *Constitution* for ourselves.

For more information about the study, please contact Dr. John D. Cawley at (609) 258-4626 or via email at [jdcawley@princeton.edu](mailto:jdcawley@princeton.edu).

**Holder of  
Scrip** \_\_\_\_\_ **Holder of  
Stock** \_\_\_\_\_

**SARAH B. STILLE**

100  
PAPERS 11. GIBBLEY  
REPORTER  
(SAC)

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

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 all amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

REGISTRAR OF FILES  
CAROL MUSEUM OF BRAIN  
C 35 OCT 15 PM 2 35

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**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 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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Form 3014 8/80

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

to be severable  
given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared  
conflicting with applicable law, such conflict notwithstanding the Note and the provisions of this Security Instrument and the Note can be  
transferred in whole the property is located in the event that any provision or clause of this Security Instrument or the Note  
Security Instruments shall be governed by federal law and the law of the state in which the Note was made.

15. **Conveying Law; Separability.** This Security Instrument shall be governed by federal law and the law of the state in which the Note was made.

Security Instruments shall be governed by federal law and the law of the state in which the Note was made.

14. **Soldes.** Any notice to Borrower provided for in this Security Instrument shall be given by the Lender in this paragraph  
Lender's address shall be given by notice to Borrower. Any notice provided for in this  
of any other address designates by notice to Lender. Any notice to Lender shall be given by first class mail to  
a by first class mail unless otherwise specified below receives use of another method. The notice shall be directed to the Property Address  
and that address provided for in this Security Instrument shall be delivered by mailing

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by the Lender in this paragraph  
paragraph under the Note

payable to Borrower. If a demand notice is given, the redaction will be treated as a partial payment and  
Borrower, Lender may choose to make this record by recording the principal and under the Note to be valid making a direct  
to the permitted time, and (c) any sums already collected from Borrower which exceed permitted amounts will be returned to  
loan made the permitted time, then, (d) any sum loan charge shall be reduced by the amount necessary to reduce the charge  
and that law is timely interpreted so that the interest or other loan charges collected or to be collected in connection with the  
make any acceleration by this Security Instrument is subject to a by which sets maximum loan charges.

12. **Failure to Pay.** If the loan secured by this Security Instrument is made by the note without the Borrower's consent,

make by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, repeat or  
Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums  
Instrument but does not execute the Note, (c) is not among this Security Instrument only to mortgage, grant and convey this Security  
paragraph 12. Borrower's co-signers and beneficiaries shall be joint and several. Any Borrower who co-signs this Security  
Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of  
make any acceleration by this Security Instruments granted by Lender to any successor in interest of Borrower shall  
of amortization of the sums secured by this Security Instrument granted by Lender to the time for payment of modification  
11. **Borrower Not Released from Note and Waiver.** Extension of the time for payment of such payments.

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.  
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or  
award of setoff is available to Lender or Borrower, or (d), after notice by Lender to Borrower in interest of the condominium offers to make an  
setoff by this Security Instrument, rather than due

10. **Condemnation.** Lender is entitled to apply the proceeds, at its option, either to restoration or repair of the Property or to the sums  
awarded or sold in claim of damages, Lender to respond to Lender within 30 days after the date the notice is given  
be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is condemned by Lender or Borrower, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall  
take, unless Borrower and Lender otherwise agree in writing or unless otherwise provides, the proceeds shall  
market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the  
before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair  
amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately  
this Security Instruments shall be reduced by the amount of the proceeds multipled by the following fraction (a) the total  
market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by  
whichever is not drawn due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair  
in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,  
shall be paid to Lender

and condemnation of any part of the Property, or for damage in lieu of condemnation, are hereby assigned and  
10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any  
Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. **Inspection.** Lender to its agent may make reasonable entries upon and inspections of the Property. Lender shall give  
inspections and in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for nonpage  
due Lender requires, provided by to insure approved by Lender against losses available and is obtained. Borrower shall pay  
payments may no longer be required, at the option of Lender, if insurance coverage (in the amount and for the period