MORTGAGENOFFICIAL CO

2001-01-31 10:25:00 THIS MORTGAGE is made this _Thirtieth Cook County Recorder October | 2000 Between JUANITA GARDNER the Mortgagor(s) (herein "Borrower"), and the Mortgagee, CRAFTER CORPORATION a corporation organized and existing under the laws of Indiana, licensed to do business in Illinois 1252 West 127th Street whose address is CALUMET PARK, ILLINOIS 60827 (herein "Lender") whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ _126.00 which indebtedness is evidenced by Borrower's contract dated OCTOBER 30. 2000 ____ and extensions and renewals thereof (herein "Noic") providing for monthly; December 15, 2010 installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on TO SECURE to Lender the repayment of the indebtedness evidenced by the Contract, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance ner exith 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 ILLINOIS County of _ Lot 22 in Block 7 in Surreybrook being a Subdivision of part of the West 1/2 of Section 25, Township 35 North, karge 14 East of the Third Principal Meridian, according to the Plat thereof recorded 4/19/73, as Document 22296201 in Cook County, Illinois. which has the address of (herein "Property Address") 1625 EAST 217th STREET, SAUK VILLAGE, ILLINOIS 60411 32-25-114-022-0000 Parcel Index Number: _

TOGETHER with all the improvements now or hereafter erected on the property, and all easencents, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to increase, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower war ants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and indebtedness evidenced by the Note and late-

UNITURE COVENANTS. Borrower and Lender covenant and agree as follows.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and indebtedness evid nocal by the Note and late—
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, 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 yearly 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 yearly premium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured 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. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a change. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applic

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3. Application of Payments. Unless applied by Lender first in payment of amount payable to Lender by Borrower under paragraph 2 hereof, then to interest payble on the Note, and then to the principal of the Note. the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; 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, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender

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 thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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 ommit 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 de relopment, 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 material's affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such suris, including reasonable attorney's 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 23 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 Borrow r 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

8. Inspection. Lender may make or cause to be made reassorable 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 dam iges, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condempation, 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 Bo rower 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 inis 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 or d 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 Mirrigage, but does not execute the Contract, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lar der under the terms of this Mortgage, (b) is not personally liable on the contract 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 Contract vithout 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 do rower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Propert. Acdress 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 continued 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 Contract 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 provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Contract and of this Mortgage at the time of execution or after

recordation hereon.

15. Rehabilitiation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Borower 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 Mortgage. However, this option shall not be exercised by Lender if exercise

is prohibited by federal laws as of the date of 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.

NON-UNIFORM COVENANTS. Bor over and Lenger-futher corenant and agree as follows: Page 3 of 4 17. Acceleration. Except as provided in paragraph 16 hereof, upon Bor ower's breach of any sevenant or agreement of Borrower in this Mortgage or the Contract, including the covenants to pay when due any sum secured by this Mortgage, Lender may accelerate all sums due by giving notice to Borrower as provided in paragraph 12 hereof and without further demand may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect at such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports. 18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to either take possession or 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 those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received. 19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any. 20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property. REQUESTS 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 Mongage, of any default under the superior encumbrance and of any sale or other foreclosure action. IN WITNESS WHEREOF Borrower has recurred this Mortgage JUANITA GARDNER Borrower - Borrower Illinois Cook County ss: STATE OF Joan Edwards-Brower

a Notary Public in and for said county and state, do hereby certify that Juanita Gardner subscribed to the foregoing instrument, appeared before me this day in person, to me to be the same person(%) whose name(s) and acknowledged that _____signed and do liver do the said instrument as free and voluntary act, for the uses and purposes therein set forth. **к**я: 2000 Given under moralication of Eal Seal, this ___ My Commission lean & dwards-Brower Notary Public Notary Public, State of Illinois My Commission Expires May 6, 2004 ASSIGNMENT OF MORTGAGE CRAFTER CORPORATION which is recorded in the office of the Recorder of FOR VALUE RECEIVED, the annexed Mongage to and the contract described County, Illinois as Document Number Home Owners Security Corporation without recourse upon the mortgage. therein which it secures are hereby assigned and transferred to IN TESTIMONY WHEREOF, the said CRAFTER CORPORATION hath hereunder caused its corporate seal to be affixed and these and attested to by its Secretary this Eleventh day of December. -Illinois County of Is the undersigned, a Notary Public in and for said County in the state aforementioned, DO HEREBY CERTIFY THAT: the persons whose names CRAFTER CORPORATION are subscribed to the foregoing instrument, are personally known to me to be duly authorized officers of the and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said Corporation and caused the corporate seal of said Corporation to be affixed thereto pursuant to authority given by Board of Directors of said Corporation as their free and voluntary act and deed of said Corporation for the uses and purposes therein set forth. Given under my hand and notarial seal, this day and year first above written. 'Commission ExPOPFICIAL SEAL''。 Joan Edwards-Brower nstrument prepared by State of Hindisonation, 1252 West 127th Street, Calumet Park, Illinois 60643 My Commission Expires May 6, 2004 RETURN TO:

HOME OWNERS SECURITY CORPORATION
Post Office Box 225
Lensing, Illinois 60438

Mortgagor provides Mortgagee with evidence of insurance required by this Mortgage with Mortgagor, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the collateral. This insurance may but need not protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagee may later cancel any insurance purchased by Mortgagee but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchased insurance for the collateral, Mortgagor will be responsible for the cost of that insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor's total cotstanding balance or obligation. The cost of insurance may be more than the cost of insurance Mortgagor may be able to obtain on Mortgagor's own.