UNOFFICIAL COPO927

WHEN RECORTED MAIL TO

2803/0093 27 001 Page 1 of 2000-04-19 11:36:49 31.50

Cook County Recorder

BANN-COR A CALIFORNIA CORPORATION 26431 CROWN VALLEY, SUITE 100 MISSION VIEJO, CA 92691

LOAN NO. 334567987



Prepared by:

PREPARED BY AND RETURN TO: STEPHNIE FARMER
TRANSCONTINENTAL TITLE CO.
2605 ENTERPRISE RD. E. STE #200 CLEARWATER, FL 33759

1-800-789-2240

MORTGAGE

XSILSƏLI

THIS MORTGAGE is made this 6TH

day of NOVEMBER

1999 , between the Mortgagor,

CAROLYNE CARTHON, A NEVER MARRIED PERSON

(herein "Borrower"), and the Mortgagee,

BANN-COR MORTGAGE, A CALIFORNIA CORPORATION

, a corporation organized and , whose address is

existing under the laws of CALIFORNIA 26431 CROWN VALLEY, SUITE 100, MISSION VIEJO, CA. 92691

(herein "Lender"),

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,000.00 indebtedness is evidenced by Borrower's note dated NOVEMBET. 5. , which 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 NOVEMBER 21, 2014

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 State of Illinois:

SEE ATTACHED EXHIBIT "A"

Parcel ID #: 19-26-210-022

which has the address of 3530 WEST 73RD STREET [Street]

CHICAGO

[Citv]

Illinois

60629

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

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

ИР-76(JL) (9608)

Form 3814

VMP MORTGAGE FORMS - (800)521-7291

\$ 31.50

COPY COPY

. . . 7. . 11 (41 - 10 - 400) James Harry Bart

TERE TO PERSON DESCRIPTION AND SECURITION OF THE TOTAL THE SECURITIES OF THE TEREST OF THE TOTAL THE TEREST OF THE



EXHIBIT "A"

00272548

Legal Description:

LOT 255 IN WILLIAM H. BRITTIGANS MARQUETTE PARK HIGHLANDS, BEING THAT PARK OF THE WEST 1/2 OF THE NOW HEAST 1/4 EXCEPT THE WEST 50 FEET THEREOF OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF LINE DRAWN 8 FEET SOUTH OF AND PARALELL TO THE NORTH LINE OF THE SOUTH 3/16 OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, IN COOK COUNTY, ILLINOIS



But the Arright Council share the a Bregimos glad decision and a looker afterward from the land a care on the most experience of the same contact and Processes and that does be proposed in agendementation of the computational states of the way and their 2 - war we are the well defend pomerally the ride to the Property against all visions are according with the received to the Property against all visions are according to the order of the property against the received and the property against the received and the property of the received against the re

 $x \in \mathbb{R}^{d \times d}$. The following problems has interpreted ATS of the following the p(x)

Burney Burney British Street Street

to make it therefore and colors and see that writing to deta despit of the transfer to the account of the colors. nde no agricome so more su yem serie content yay or bestigned from their school (they of or teem in a recovered or the school for tands. Linder said each to to yours, where charge, an acromaling of the manus showing creats and depite to the Funds and the purposes for which each doub to the Bunds was made to Frida the pladant as additional security for the sumn

However he as on the levels included to the contract of the lacune mouthly increased of the levels reported the class date of males acceptant, is unsue premium and courts, while except to execut a credit of presented en menne production de la la committe de la série de la comme de la commención de la commen

na alikan kalina ang manggalan manggalan kan kan kan manggalan an manggalan an manggalan an manggalan an kan d ्रों के अनुसंख्या कर कर कर के दें का के अलग कर कि का का कि कार का कि का के कि का कि का कि का कि का कि का कि कि

that the little and the foreign of t of difference with a start first of and elements becausing a social the startive difference that of the social discount for จากไป เป็นเสียง (2000 การ เป็นเป็นเรียงทาง การ เมติโดยที่ พบนาริกาซนาย์ ยังแย่นักษณะนักษณะ และ คือ การ และ คือ ในโนเน็

LOAN NO. 334567987 NOFFICIAL COP 272548

• TOGETHER with all the improvements now or hereafter erected on the property, and all easements, 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 seised 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 warrants 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 interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 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 taxes and assessments (including condominium 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 reconably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates there of. 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 Leader, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state record (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 o make such a charge. 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 applicable law requires such interest to be paid, Lerder shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds wis mide. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates 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, such excess shall be, 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 taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender way require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no 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.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on 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 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 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 the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.



Form 3814



or and the control of the state of the control of t

If the recipied and Managerane of Property Leaving due Condochement Pament LLC Developments. Here nor will appear to your permit of micround endeaders of the English we have a decided to the endeaders of the English of the endeaders of the endeaders

A CONTRACTOR OF THE PROPERTY O

TO BE A TOTAL OF THE STATE THE SECOND CONTROL OF THE SECOND CONTRO

contentation or east energy of the exeparty, or part thereof, o for conveyance is lieu of antichment, in represent what any and shall or place to the temperature of any pertitered of the conveyance is lieu of antichmenton, are learly assigned and shall or place to the terms of any portuge, deed of trust or other security agreement with a lieu which has private or at this the trust.

nementalism no bringo o nel mali oris la nelembril de elevi e apri ta tado per opporte d'une nicendent toel tomande del constitue de la consti

The second of th

the extraction of the confidence of the engineering of the engine of the engineer of the engineer of the engineer of the engineering of the engine of the engineering of the engineer

is Constable fury Fermability. The trate and local lens appriorities this rough shall be the new of the falletion in which the frequency is because sentings that the could shill of beautiful that the could shill of beautiful that are constable to the could be a constable to the constable to the could be a constable to the const

LOAN NO. 33456798 NOFFICIAL COPY

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 securer 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 my 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 there f, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mongage, 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 bereunder, 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 coly 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 provision, and to

Initials:



to him of oil parlia regulation of a resemble of the main of the delivery of the

and within the carrier was severe replaced in the state of the second of the second and the second of the second o

impure ready to the color best execute an unich despresse easts into with I green. I code at Lender's once it require Born was so assume an deliver to lander, in a form companie to Lember, on archeoram of any rights, a single of dancer nd of the construction of the economics of one content to alternate the figure one extends the second of the content for the

and the state of t to the consection with the fed our comot program, we can od consent and act as noticed, not a consent and the पेरात्या १, देवें देव वर्षों के त तातीकार विकास के ताल तेवा के प्रतिकृति के प्रतिकृति के प्रतिकृति के वर्षा कर the section of the account of a definite or any other designs of Borrower to accidentian and ferconsure. If the orange is not caree on ar before the dat, specified in the notice, bander, at Loudar's aption, may declare all of the sums scentred by this identiques to be in mediately due and payable whitem former demond and ancy to an action the interesting the continue thereof about the cuttined to contend in most proceeding the expense of tient for reginalization and brudied to, responded afterward for and coals of Journalisary whicher there are

()

3"

gate for a mention consist, and our largers are to making of the tree money as the little seconds the light more to be a To particular delignation of the formation of the property of the particular of the particular and the property of the particular of the p fical and these or to sums succeed by this filternages. The receiver that be little to agree to agree to the remaining

The Robert September of all super scoured by this identifies half release the hearings without this identifies to Contained and the state of the state of the containing the large.

The sale of the structure and an action of the structure of the second o

LOAN NO. 33456748 NOFFICIAL COPY

this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorfieys' 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 Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation 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
- 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 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this

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 (a) s to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without 'urther notice or demand on Borrower.

NON-UNIFORM COVINGANTS. Borrower and Lender further covenant and agree as follows:

- 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, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach: (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sum, secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Bor cover of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the dat: specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys fees and costs of documentary evidence, abstracts and
- 18. Borrower's Right to Reinstate. 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 if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Bo rower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the resperty and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrowe: 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 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 collection 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

- 20. 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.
 - 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.





and the state of the state of the Anna Park San Carlo Marine M

ं राम कर कर है जा बन पर मुख्य की कार प्रस्तु के उनके किन्द्री किन्द्री किन्द्री किन्द्री के जिल्ला प्राप्त के जिल्ला प्रस्तिक किन्द्री किन्द्री के जिल्ला के जिल्ला प्रस्तिक किन्द्री के जिल्ला के ज , then a continue an transform to have to Lendon, at Lordon's adverse so then on pay one of this Mongons, of my deards incometing with manuscreament of my sets or other forestowns serious

काकृत्रकार्या देवी hotterory भागे हेड्या स्थानी , में प्रियम अपने स्थान होती है के स्थान है से प्राप्त कर स्था

्राच्य पृत्तिकार पूर्वकारत को कार्य कार्य प्रकार पुरावकार के कार्य प्रकार है है है है है है है है है PROPERTY CORPTECOL & REVER MARKETTI WOMEN

. Personally transce to the school be the village and all offices with the superificit in the fingeral or herotunal sincething follow the trie of it in housest and section required the the compared to be a control of the first of the

metal, a mayber as assignmented as

334567987

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.

(Seal) CAROLYNE CARTHON Borrower (Seal) -Borrower (Seal) -Borrower (Seal) -Borrower (Sign Original Only) County ss: Cook

STATE OF ILLINOIS,

5000 OF 1, Elizabeth MukoAD

a Notary Public in and for said county and state do here's certify that CAROLYNE CARTHON, A NEVER MAFRIED 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 They signed and delivered the said instrument as

free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

6TH

day of NOVEMBER, 1999

My Commission Expires: 9-13-03

Notary Public

OFFICIAL SEAL ELIZABETH MUKDAD, Notary Public Cook Co., State of Illinois My Commission Expires Sept. 15, 2003