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MAIL TO
SARA E. SUMNER
1934 N. Campbell
Chicago, IL 60647

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Cook County Recorder 33.50



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MORTGAGE



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THIS MORTGAGE ("Security Instrument") given on the seventeenth day of April, 2000/ The mortgagors are **ERIC PEEK married to SAMYHA PEEK** and **ELIZABETH STRONG**, a single woman, hereinafter referred to as "Borrowers". This Security instrument is given to **WILMER METOYER and EMMA METOYER** of 2036 North Newland, Chicago, Illinois, ("Lender"). Borrower owes Lender the principal sum of Seventy eight Thousand dollars (U.S. \$78,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments of principal and interest at the rate of 10% per annum on the outstanding balance, with the full debt, if not paid earlier, due and payable April 17, 2005.

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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 to protect the security of this Security Instrument or to collect same; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For these purposes, Borrower does hereby mortgage, grant and convey to Lender the following described real estate located in Cook County, Illinois:

LOT 16 IN BLOCK 3 IN FRANK WELLS AND COMPANY'S BOULEVARD SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 16-23-102-028-0000

which has the address of 1226 South Avers, Chicago, IL.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this

Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Real Estate taxes and Insurance Escrows. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount estimated by lender to be the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the

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Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, 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 twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any sums due to said escrow account, second to amounts due as interest, third to any amounts due as principal and last, to any late charges due under the Note.

4. Charges; liens. Borrower shall pay all taxes, assessments, charges, fine and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien, which has priority over this Security instrument, and hereby agrees to promptly make payments required by the terms of said mortgage. If Lender determines that any part of the Property is subject to another lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take the actions which Lender agrees will protect the security of the mortgage.

Borrower shall not lien, pledge or otherwise encumber this property with a second mortgage or equity lien without the prior written consent of Lender.

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 with the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires

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insurance and name Lender in the loss payable clause of said policy. This insurance shall be maintained in the amounts and for the periods that Lender requires. If Lender feels insecure, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property.

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. 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

One or both of the Borrowers shall occupy the premises as their primary residence within thirty days of closing and for one year after the date of this mortgage. 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 the Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided above, by causing the action or proceeding to be demised 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.

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, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property and amounts so advanced shall become additional debt and secured under the terms of this mortgage. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs or for the collection of this debt. Lender does not have to exercise this right to protect this security interest.

8. Condemnation.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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9. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums security by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest.

10. **Successors and Assigns Bound.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed.

12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or mailing it by first class mail, unless applicable law requires use of another method, to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower in writing.

13. **Governing Law; Severability.** This Security Instrument shall be governed by the law of the state of Illinois and the law of the jurisdiction in which the Property is located.

14. **Waiver of Homestead.** All parties signing this document agree to waive their rights to homestead in said property, to the extent allowed by law.

15. **Additional Advances.** Any funds advanced by Lender to protect or collect on its security interest in the property shall be treated as secured under the terms of this loan and shall bear interest at the rate of 15% until paid in full and said principal amount shall immediately become due and payable and shall also accelerate the principal repayment date of all other funds secured by this loan.

16. **Severance of Clauses.** If any clause under the terms of this mortgage or the note it secures is found to be

invalid, this shall not invalidate the note or mortgage generally but shall simply be deleted from said document.

17. Transfer of Interest. 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. Prepayment. Borrower shall have the right to prepay any and all principal in full or in part at any time during the existence of this mortgage.

19. Release. Lender agrees to execute and deliver to Borrower a release when all principal and interest are paid in full under the terms of this note.

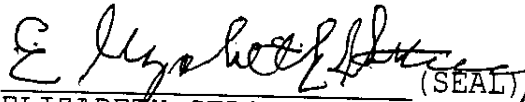
20. Successors and Assigns Bound. Joint and Several Liability: The covenants and agreement of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend modify, forbear or make any accommodations with regard to the terms of this Security Instrument or Note without that Borrower's consent.


21. Prohibition of second liens. Borrowers covenant and agree not to allow or create any subordinate liens or mortgages against this premises without the Lender's prior written consent. Breach of this covenant shall be an automatic default and cause all sums secured by this mortgage to become immediately due and payable.


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IN WITNESS WHEREOF, ELIZABETH STRONG, ERIC PEEK and SAMYHA PEEK has caused this document to be signed on the day and year first above written.

BY SIGNING BELOW, Borrowers accept and agree to the terms and covenants contained in pages 1 through 7 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


ELIZABETH STRONG (SEAL)


ERIC PEEK (SEAL)


SAMYHA PEEK
For Waiver of Homestead only

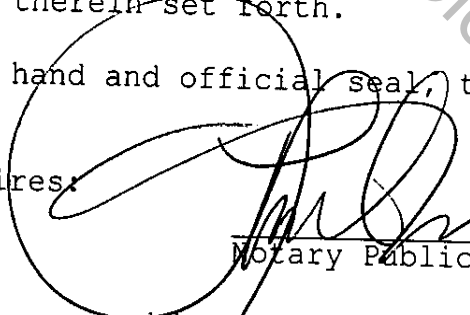
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State of Illinois
County of Cook ss.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that ELIZABETH STRONG, a single woman, ERIC PEEK and SAMYHA PEEK, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of April, 2000.

My commission expires:


Notary Public

This document was prepared by: Sara E. Sumner, 1934 N. Campbell, Chicago, IL 60647

