PREPARED BY & WHEN RECORDED MAIL TO

THE STREET, ILL. 94-3255 J.

Colonial National Bank USA 16875 WEST BERNARDO DRIVE SAN DIEGO, CA 92127 ATTH: DOCUMENT CONTROL S OF THE STATE OF

This instrument was prepared by:

04003438

(Name)

(Address)

MORTGAGE

DEPT-01 RECORDING 10011 TRAN 4770 11/29/94 15:30:00 \$8922 4 RV 米一日本子中日3438 COUK COUNTY RECORDER

THIS MORTGAGE is made only 22nd day of november , 1994 , between the Morigingor, MAYNOOD PROVISO STATE BASK AS TRUSTER UNDER TRUST AGREEMENT DATED FEB. 28, 1974, AND KNOWN AS TRUST NO. 3369, MARIE ISLAM AND FLEMING L. WILLLAMS

(herein "Borrower"), and the Mortgagee,

Colonial National Bank USA

existing under the laws of the United States of America 12/0 16875 w Bernardo Drive San Diego, CA 92127 , a corporation organized and whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 48800.00 , which indebtedness is evidenced by Borrower's note dated November 22, 2994 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 December 05, 2009

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

Sinte of illinois:
THE SOUTH 1/2 OF LOT 4 AND THE NORTH 35.0 PERT OF LOT 5 IN THE
SUBDIVISION OF BLOCK 2 IN PROVISO LAND ASSOCIATION ADDITION TO
MAYMOOD, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-10-4/32-018 15-10-432-029

which has the address of 816 SOUTH 15TH AVENUE

. MAYWOOD

(Albert

Illinois 60153

(herein "Property Address");

(ZIP Code)

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

Form 3814 Amended 3/94

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TOORTHER 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 selsed of the estate hereby convoyed 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 Londer covenant and agree as follows: 4

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness

cyldenced 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 reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. For ower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments we holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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 previous 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 charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Junds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Londer shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an angual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Punds held by Lender, together with the charge monthly installments of Punds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, their 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 Punds. If the amount of the Punds 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 may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly sound 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 Lander 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 Trusti Charges; Liens. Borrower shall perform all of Borrower's oxigations under any mortgage, deed of trust or other security agreement with a tien 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 reats, 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 shall include a standard mortgage chose 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.



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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londor. Londor 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; Leuseholds; 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 autorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Leider 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 Londer to incur any expense or take any action hereunder.

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

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

has priority over this Mortgage.

- 10. Borrower Not Released; Forbearance By Lender Not a Verver, 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 because, 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 co-enants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, gram 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

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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 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 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 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

Mortgage.

If Lender exercise 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 malled within which Borrower must pay all sums secured by this Mortgage. If Borrower fully to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without forther notice or demand on Borrower.

NON-UNIFORM COVENAM'S. 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 Modgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give no ice 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 sums secured by this Mortgage, 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 nonexistence of a iclault or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date 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 foreclosure, including, but not limited to, reasonable aftorneys' for and costs of documentary evidence, obstracts and title reports.

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 organ 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 responsible 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) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Poperty and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and care by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and offect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower kneepby 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 received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Londor shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.



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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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PLENING LCWILLIAMS	·Barrows

THE WIND GLOVE BERT OR

This Mortgage it executed by MAYWOOD-PROVISO STATE BANK, not personally but as Trustee, as aforesaid in the extress of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrant that it possesses full power and authority to execute this instrument), and it is expressly understood and exceed by the Lender herein and by every person now or hereafter claiming any right or security hereunder. But nothing herein or in said Note contained shall be construed as creating any liability on MAYWOOD-PROVISO STATE BANK, as Trustee, personally to pay the said Note or any interest that may accrue thereoe, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein expendent, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way effect the personal liability of any co-signer, endersor or guaranter of said Note.

IN WITNESS WHEREOF, MAYWOOD "OVISO STATE BANK, as Trustoe as aforesaid and not personally, has emised this Mortgage to be signed by its Trust Officer and its corporate seal to be becounteraffixed and attested by its Assistant Secretary the day and year first above written.

CORPORATE

ATTEST: GACIUS

STATE OF ILLINOIS

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SS.

COUNTY OF COOK

MAY VOODSPROVISO STATE BANK, as Trustee

1, the undersigned, a Notary Public in for said County, in the State aforesaid DO HEREBY CERTIFY, that CLAY BELONGIA Trust Officer of the MAYWOOD-PROVISO STATE BANK, and GAU. NELSON Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledge that they signed and delivered this said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Banks did affer the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary nonphysical factors are trusteen as aforesaid, for the uses and purposes therein set forth.

REALS

BENAYE FOSTER
Notary Public, State of Illinois
My Cammission Expires 10/26/97

My commission expires: __.

Given under my hand and Notarial Soul file 22nd day of Novimbor 19

NOTARY PUBLIC

10/26/97

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MAYWOOD PROVISO STATE BANK AS TRUSTEE · Horrows: UNDER TRUST AGREEMENT DATED FEB. 28, 1974 AND-KNOWN-AS-TRUST-NO--3369-

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Dorrower

(Sign Original Only)

STATE OF ILLINOIS,

County M:

THE UNDERSIGNED a Notary Public in and for said county and state to hereby certify that MARIE LSLAM, A WINDOW AND

FLEHING L. WILLIAMS, BIVEREDA AND NOT SINCE REMARRIED

-personally known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me il is day in person, and acknowledged that signed and delivered the said instrument as THOIR

free gar! voluntary act, for the uses and purposes therein set forth. day of Novamater A.

Given under my hand and official scal, this

My Commission Expires: 57

This instrument was prepared by:

OFFICIAL SEAL JANET A. LAMBERT NOTARY PUBLIC, STATE OF ILLINOIS

Property of Cook County Clark's Office