UNOFFICIAL COST 08 001 Page 1 of 4
1998-11-16 12:58:26

LaVonne Weston Preparer's Name

Preparer's Address 60153

Cook County Recorder



MORTGAGE

warrant, grant and convey to L County of	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST E THIRD PRINCE 20-32-110-02 8012 S Bis Chicago,	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI IPAL MERIDIA 2-0000	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS AN IN COOK CO	BEING IN CIRCUIT SHIP 38 NORTH DUNTY, ILLINOIS	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T RANGE 14, EAST OF TH	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST E THIRD PRINC 20-32-110-02	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI IPAL MERIDIA 2-0000	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS AN IN COOK CO	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T RANGE 14, EAST OF TH	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST E THIRD PRINC	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI IPAL MERIDIA	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T RANGE 14, EAST OF TH	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST E THIRD PRINC	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI IPAL MERIDIA	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T RANGE 14, EAST OF TH	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST E THIRD PRINC	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI IPAL MERIDIA	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T RANGE 14, EAST OF TH	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST E THIRD PRINC	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI IPAL MERIDIA	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T RANGE 14, EAST OF TH	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST E THIRD PRINC	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI IPAL MERIDIA	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T RANGE 14, EAST OF TH	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST E THIRD PRINC	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI IPAL MERIDIA	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T RANGE 14, EAST OF TH	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST E THIRD PRINC	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI IPAL MERIDIA	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN HARTS SUBDIVISION OF COURT PARTITION OF T	COOK SECOND ADDIT THE WEST 1/2 HE NORTHWEST	ION TO AUBUR OF BLOCKS 3 1/4 OF SECTI	RN HIGHLANDS 3, 6 AND 10 I ION 32, TOWNS	BEING IN CIRCUIT SHIP 38 NORTH	, State of Illinois:
LOT 4 IN BLOCK 17 IN	Cook SECOND ADDIT	ION TO AUBU	RN HIGHLANDS	BEING	, State of Illinois:
County of	Cook	***************************************		Ox	, State of Illinois:
warrant, grant and convey to L County of	Cook	***************************************			, State of Illinois:
warrant, grant and convey to L County of	Cook	\$41221,000pg66p345Ptgc61111	***************************************		State of Illinois:
	ender and Lender	's successors a	and assigns the fo	olicwing described p	
covenants and agreements of B made to Borrower by Lender p					
interest thereon, advanced in					•
TO SECURE to Lender (a) th	a rangument of the	indohtedness	suidone of his tha	Note the navment	of all other come with
ness, if not sooner paid, due and				THOTOG WILL LIE DO	
and repayments will replenish the credit limit but not at any one til	•			——————————————————————————————————————	•
and against which Borrower ma	ly draw and Lender	r is obligated to	make advances f	rom time to time to t	he full amount thereof,
IIIIUai auvai los Ul	***************************************		Dollars (\$	10,313.50) has been made,
Ton Thousa	nd Throe Hund	re (Thi rtee)	dollare and	<u></u>	***************************************
WHEREAS, Borrower is inde November 17, 1998 00/100		Dollars (\$	11,000.00	******************************), of which an
November 17, 1998	ebled to Cengar U (herein "Mai	inder an Adjust (3") with an initial	able Hate Open Credit Limit of	Leven Thousand	dollars and
Inc. under the laws of Illing Broadview, Illinois,	60153	***************************************		***************************************	(herein "Lender").
under the laws of Illii	1015		hnee addrees is	a corporation 1723 Roosevel	organized and existing
Tnc	(here	ein "Borrower"), a	and the Mortgage	e, Blazer Finai	ncial Services,
	eda D. Thomas	, a widow		**************************************	**************************************
between the Mortgagor,		エクトロ	day of	November	10 ⁹⁰
THIS MORTGAGE is made this between the Mortgagor,	s	12+h		Morrowhor	00

TOGETHER with all the improvement lower he eafterered on the property, all of which shall be deemed to be and remain a part of the real property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Borrower covenants that	t Borrower is lawfully seized of the estat	te hereby conveyed and has the right to mortgage, gran
and convey the Property,	that the Property is unencumbered, unle	ss checked here \square , in which case this instrument is sub
ordinate only to a Mortga	ge or Deed of Trust (herein "Prior Encur	mbrance") in favor ofFirstChicago/NBD
	recorded i	in Book Page
		Borrower will warrant and
defend generally the title	to the Property against all claims and der	mands, subject to any declarations, easements or restric
tions listed in a schedule	of exceptions to coverage in any title ins	surance policy insuring Lender's interest in the Property

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Charges; Liens. Porrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 3. 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 provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the survey secured by this Mortgage.

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 form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make provide the promptly by Borrower.

- 4. Preservation and Maintenance of Property; Leaseholds; Condoniniums; 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 unit ration 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. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 5. 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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or docedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and toke such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, 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, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder.

6. 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.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

8. Forbearance by Lender Not a Walver. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

9. Remedies Currulelive. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

10. Successors and Assigns Bound; Joint and Several Liability; Captions. 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 13 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

11. 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 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, return receipt requested, 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.

12. Governing Law; Severability. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. 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 this end the provisions of the Mortgage and the Note are decided to be severable.

to this end the provisions of the Mortgage and the Note are decimed to be severable.

13. Transfer of Property. If all or any part of the Property is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subcadinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 11 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which

Borrower may pay the sums declared due.

14. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may increase the credit limit secured hereby and make advances to the full amount thereof (herein "Future Advances"). Such Future Advances with interest thereon, shall be secured by this Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to motest the security of this Mortgage, exceed the original credit limit of the Note plus US \$100,000.00.

15. Acceleration; Remedies. Except as provided in paragraph 13 hereof, upon Borrower's detail under the terms of the Adjustable Rate Open End Credit Agreement of even date herewith, which terms are incorporated herein by reference, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach must be 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 non-existence of a default 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 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 attorney's fees, and costs of abstracts, title reports and documentary evidence.

16. Release. Upon payment of all sums secured by this Mortgage and termination of the account created under the Note, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower.

17: WAIVER OF HOMESTEAD. Burn wer be eby waites all light o homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

7 71	. /) / XI - // A	
(Janessa Lowrey	Jeda X Ihor	ndr (Seal)
CMI CMN TO	Leda D. Thomas	Borrower
Cook	_	—Borrower
STATE OF ILLINOIS,		
, LaVonne M. Weston	a Notary Public in and for s	said county and state,
do hereby certify thatLeda D. Thomas, a.widow	Ţ	*
personally known to me to be the same person(s) whose		foregoing instrument
percentary when to me to be the earne percenter minere	rame(e) minimum cabbonibes to the	rorogoning in loca democracy
anneared before me on this day in nerson, and acknowle	edned that She sinned and delivere	d the eaid instrument
appeared before me on this day in person, and acknowle	-	
as <u>her</u> fre	ee and voluntary act, for the uses and purpo	oses therein set forth.
as <u>her</u> fre	ee and voluntary act, for the uses and purpo	oses therein set forth.
as	ee and voluntary act, for the uses and purpose day of	oses therein set forth.
as	ee and voluntary act, for the uses and purpose day of	oses therein set forth, 19
as <u>her</u> fre	ee and voluntary act, for the uses and purpose day of	oses therein set forth, 19
Given under my hand and official seal this 12th My Commission expires April 14,2001 LaVonne M. Weston	ee and voluntary act, for the uses and purpose day of	oses therein set forth, 19
Given under my hand and official seal this 12th My Commission expires April 14,2001 LaVonne M. Westor- QUINN W	ee and voluntary act, for the uses and purpose day of	oses therein set forth, 19
Given under my hand and official seal this 12th My Commission expires April 14,2001 LaVonne M. Westor QUINE MORE AL SEAL"	ee and voluntary act, for the uses and purpose day of	oses therein set forth, 19
Given under my hand and official seal this 12th My Commission expires April 14,2001 LaVonne M. Weston QUANNE M. WESTON LAVONNE M. WESTON	ee and voluntary act, for the uses and purpose day of	oses therein set forth, 19
Given under my hand and official seal this 12th My Commission expires April 14,2001 LaVonne M. Westor- QUINN W	ee and voluntary act, for the uses and purpose day of	oses therein set forth, 19

MAIL PARISH TO SERVICED

ADJAZER TINONCE SERVICED

1783 RODSEVELT RA

BROODVIEW A WISS