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1998-11-16 12:58:26  
Cook County Recorder 27.50

LaVonne Weston

Preparer's Name

1723 Roosevelt Rd., Broadview, Il

Preparer's Address 60153



08031780

MORTGAGE

THIS MORTGAGE is made this 12th day of November 19 98, between the Mortgagor, Leda D. Thomas, a widow (herein "Borrower"), and the Mortgagee, Blazer Financial Services, Inc. (herein "Lender"), a corporation organized and existing under the laws of Illinois, whose address is 1723 Roosevelt Rd., Broadview, Illinois, 60153.

WHEREAS, Borrower is indebted to Lender under an Adjustable Rate Open End Credit Agreement and Note dated November 17, 1998 (herein "Note") with an initial Credit Limit of Eleven Thousand dollars and 00/100 Dollars (\$ 11,000.00), of which an initial advance of Ten Thousand Three Hundred Thirteen dollars and 50/100 Dollars (\$ 10,313.50) has been made, and against which Borrower may draw and Lender is obligated to make advances from time to time to the full amount thereof, and repayments will replenish the credit limit pro tanto so that the total amount that may be lent under the Note may exceed the credit limit but not at any one time, providing for monthly payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable 20 years from the date thereof;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 14 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Cook, State of Illinois:

LOT 4 IN BLOCK 17 IN SECOND ADDITION TO AUBURN HIGHLANDS BEING HARTS SUBDIVISION OF THE WEST 1/2 OF BLOCKS 3, 6 AND 10 IN CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Parcel No. 20-32-110-022-0000

which has the address of 8012 S Bishop (STREET) Chicago, Illinois, 60620 (herein "Property Address"); [CITY, STATE & ZIP]



**7. 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 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 Waiver.** 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 Cumulative.** 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 declared 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 subordinate 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 protect 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 default 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; (3) a date, not less than 30 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 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.

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17: WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

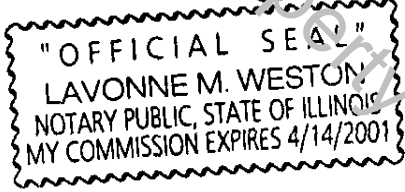
Signed, sealed and delivered in the presence of:

*Vanessa Lowrey*  
.....  
*MM*  
.....

*Leda D Thomas* (Seal)  
Leda D. Thomas —Borrower  
..... (Seal)  
..... —Borrower

STATE OF ILLINOIS, ..... County ss:  
I, LaVonne M. Weston ..... a Notary Public in and for said county and state,  
do hereby certify that Leda D. Thomas, a widow .....  
personally known to me to be the same person(s) whose name(s) ..... is ..... subscribed to the foregoing instrument,  
appeared before me on this day in person, and acknowledged that she ..... signed and delivered the said instrument  
as her ..... free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of November, 1998  
My Commission expires April 14, 2001  
LaVonne M. Weston ..... Notary Public (Print or Type Name of Notary)



MAILED TO: *Blazer Finance Services*  
*1783 Rood Sevelt Rd*  
*Broadview AL 360153*