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MORTGAGE

THE EASTERLY 35 FEET OF THE WESTERLY 150 FEET (AS MEASURED ON THE SOUTHERLY LINE OF LOT 1 OF LOT 1 IN BLOCK 26 OF NOT COD PARK, BEING PART OF SECTIONS 6 AND 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT WAS PREPARED BY: CHERYL L. PROWN, HOME FAMILY MORIGAGE CORP.

188 INDUSTRIAL DRIVE, SUITE 330,
ELMHURST, ILLINOIS 60126

5950 N. AVONDALE, CHICAGO, IL 66631 PT#13-06-400-025 Vol. 323

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which has the address of 5950 NORTH AVONDALE CHICAGO (Street) [Street] [Citation Country Country Chicago ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 selsed 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional deptot portractived by this

Lender may take action under this paragraph? Thender does not have to do so. Instrument, appearing in court, paying reasonable attorneys, fees and entering on the Property to make repairs. Although in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation of to enforce laws or Coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

Getitle shall not merge unless Lender agrees to the merger in writings with the little shall not merge unless and the solid section with Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

6. Preservation and Maintenance of Property; Leaseholds. (Borrower shall not destroy, damage or substantially change itie Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold.

Instrument immediately prior to the acquisition. from damage to the Broperty prior to the acquisition shall pass to Lender, to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower stright to any insurance policies and proceeds resulting Postpone the due date of the monthly payments referred to in paragaraphs!! shall so change the amount of a payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal "hall not extend or when the house is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 3 1-d 1y period will begin offered to settle's claim; then Lender may collect the insurance proceeds. Lender may use the prior et a jor repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender (1.27 in 6 insurance carner has réstoration oritepair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not the author of the sum is the sum of the point of the security is the sum of the secured by the sum of the security is the security feasible or Lender's security would be lessened to be seened by the sum of the security o of the Property damaged, if the restoration or repair is economically least bid Lend. Security is not second of the until Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair Lender shall have the right to hold the policies and renewals. If Lender red...es. Porrower shall promptly give to Uender all freedipts of paid premiums and renewal notices. In the event of loss, Borrower shall prompt holdice to the insurance carrier and Lender Lender may make proof of loss if not inade promptly by Borroy er annual renewal may make proof of loss if not inade promptly by Borroy er annual renewal may make proof of loss if not inade promptly by Borroy er annual promptly give in the insurance carriers.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. unreasonably withheld: insurance carrier providing the insurance shall be chosen by Borrower au yeel to Lender's approval which shall not be

rotatred against loss hy fire, hazards included within the term "extent. decoverage" and for the periods that Lender requires. The Hazard insurance. Borrower shall keep the improvem nts now existing or hereafter erected on the Property of the Biving of notice.

notice identifying the lien. Borrower shall satisfy the lien of tak, one or more of the actions selforth above within 10 days faith the lien by or defends against enforcement(...), to lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lie, or this Security Instrument, it Lender and give Borrower a subject to a lien which may attain prior year this Security Instrument, Lender may give Borrower a agrees in withing to the payment to the obligation, so and the lies in a manner acceptable to Lender; (b) conteging to good Borrower shall promptly discharge any lies, which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promplly furnish to Lender pay them on time directly to the person we ad payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations, it is manner provided in paragraph. 2, or if not paid in that manner, Borrower shall

4. Charges; Liens. Borre wer shall pay all taxes, assessinents, charges, fines and impositions attain prior. y over this Security Instrument, and leasehold payments or ground rents, it any.

Application of P yments: Unless applicable law provides otherwise, all payments received by Lender under application as a creatt panal the sums secured by this Security Instrument. any Fundsheld by the rate. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no that immediately, print of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon payme it in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necest $s\gamma$ to make up the deficiency in one or more payments as required by Lender amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender and which If the amount of the Funds, held by Lender, together with the future monthly payments of Funds payable prior at Borrower's option, either promptly repaid to Borrower or borrower on monthly payments of Funds. If the second and a second states of Funds. If the second sec

this Security Instrument purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Lender migy, agree, in, writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest or earnings on the Funds. Lender state, agency ((including, Lender, if, Lender, is such an institution). Lender shall apply the Funds to pay the escrow items. Lender, may, not, charge, for, holding and, applying the Funds, analyzing the account or verifying the escrow items, unless Lender, pays. Borrower interest on the Funds and applicable law permits Lender, to make such a charge, Borrower and Lender, to make such a charge and the lender and the The Punds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

lessehold payments or ground rents on the Property, it any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums; if any These items are called "escrow items." Lender may estimate funds due on the basis of current data and reasonable estimates of future esorow items. one-twelfth off. (a) yearly taxes and assessments which any attain priority over this Security Instrument; (b) yearly to Lender, on the day monthly payments are due under the Note, until the Note is paid in liftle a sunty (Funds) to 2. Funds for Taxes and Insurance. Subject to applicable law onto a written waiven by Lender. Borrower shall pay

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is a worked to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lende and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Peleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not ope ate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amy vization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the ever use of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. 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 tent of this Security Instrument; (b) is not personally obligated to pay the 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 the Note without

that Borrower's consent.

12. 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 inte est or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (n) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any car's 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 under the Note or by making a direct payment to Borrower. If a refund educes principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expi ation of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option. may require immediate payment in full of all sums secured by this Security In crument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stip, specified in the second paragraph of

paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument of all be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed 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 corrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 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. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property The notice shall further inform Borrower of the right to assert in the foreclosure proceeding the non-sexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not curred on or existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not curred on or before the defense of borrower to acceleration and foreclosure. If the default is not curred by before the Security Instrument in full of all sums secured by Lender and security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedica proyided in this paragraph 19, including those security including those passesion of any period of redemption following judicial sale. Lender (in person, by agent, on, by, judicially provided in the expiration of any period of redemption following judicial sale. Lender (in person, by, agent, on, by, judicially provided for the collect or the curred of the Property and collect or the curred of the Property and collect or the curre secured by the receiver shall be applied first to payment of the Property and collection of rents of the Property and collection of rents of reactive shall be applied first to payment of the property and collection of rents of reactive shall be applied for the collection of rents of the property and collection of rents including but not infinite foreceiver is being the rents of the sum secured by this Security Instrument of the Property and collection of rents included by including the sale of the property and collection of rents and secured by the Security Instrument, and the property including the property and collection of rents of the sale shall be sale and reaconable attended to the sale shall be collected by the collection of the sa
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and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, to recious a few property and the right to assert in the foreigner proceeding the secured by this Security Instrument, to reinstate after acceleration and the right to assert in the foreigner proceeding the solution of the right to celester of Borrower to acceleration and foreclosure. If the default is not cured on or cured on or cured on or cured on the right to celester in the notice, Lender at its option may require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by before the Security Instrument by Judetal proceeding. The Security Instrument by Judetal proceeding the sentitled to collect all expenses incured in pursuing the remedies proyided in this paragraph 19, including the complete attorneys' tees and costs of ittle evidence. 20. Lender shall be entitled to collect all expenses incured by Lender of the (receiver shall be entitled to collect the cure and and manage the Property and collect all expenses of manage in the property and collect the cure of the property including those past due. Any tente collected by Lender of the geowers and reasonable attorneys' fees, and entered the sums secured by Inis Security Instrument of the Property and collected by Lender of the geowers and reasonable attorneys' fees, and infant of tente and excerned by Biders to the receiver and attorneys' fees, and manage to confirm the coverage of the cure of the sums secured by Biders to the sum of the property and collected by Lender of the geowers and the sum of the sums secured by Biders of the geometry in the coverage and the cure of the sums secured by Biders of the geometry in the sum of the sums secured by Biders of each such riders are executed by Biders of the lates and agreements of this Security Instrument, Instrument, Instrument, Instrum