. THIS MORTGAGE IS made the Lillie Railey			COPY	. 19:286 between the Mortgagor
Lillie Bailey W	Dr. CO			(herein "Borrower"), and the
Mortoagee. Apex Natio	<u>onal Mortgage</u>	corp.		a corporation
organized and existing under the is	aws ofPennsy	lyania _s	LUBEL TOOKS	whose address is
200 Jenkintown Co	ommons, Jenki	ntown rennsylv	<u>ania 19046</u>	(herein "Lender").
WHEREAS, Borrower is indebt indebtedness is evidenced by Borro renewals thereof (herein "Note"), pr due and payable onSepte	ower's note dated	September 24, illments of principal and int	1986 erest, with the balance of th	ie indebledness, if not sooner paid.
TO SECURE to Lender the repinterest thereon, advanced in accord Borrower herein contained, Borrowe of	dance herewith to protect t does hereby mortgage.	t the security of this Mortga grant, convey and warrant t	age; and the performance of	
State of Illinois, hereby releasing ar	nd waiving all rights und	er and by virtue of the hor	nestead exemption laws of	this State:

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MAIL

SEE EXHIBIT "A" ATTACHED HERETO ND MADE A PART HEREOF

Permanent Real Estate Tax Numbers: 25-15-210-030

which has the address (570 East 104th	Place	Chicago		
	(Street)	(City)		
Illinois 60628 (her in "Property Address"):				

TOGETHER 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 least includ) are hereinafter referred to as the "Property."

BORROWER covenants that Borroy or in lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and inclinates, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Leguer covenant and agree as follows

- Payment of Principal and Interest. Boricine shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Payment of Taxes. The Borrower shall pay all leaf estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Property or any part thereof, without any deduction or abatement, when due and shall produce to the Lender upon its request receipts for the payment thereof in full.
- Application of Payments. Unless applicable law provider otherwise, all payments received by Lender under the Note or this Mortgage may be applied by Lender first in payment of any amounts payable by Dur wer under paragraphs 2 and 5 hereof, and shall then be applied to interest payable on the Note, and then to the principal of the Note.
- Prior Mortgages and Deeds of Trust; Charges; Liens. Borrow it shill perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mor age, including Borrower's covenants to make payments when due Borrower shall pay or cause to be paid all taxes, assessments and other charges. It is an impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- Hazard Insurance. Borrower shall keep the improvements now existing or Keraalter 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 Borrower will promptly pay when due any premiums on any policy of clicles of insurance required hereunder, and will deliver to the Lender at its request evidence of payment thereof.

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 fe in a form accupitable to Lender and shall include a standard mortgage clause 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 friends. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender from fer 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 tharty (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 at the ized 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 Morgage.
- Preservation and Maintenance of Property; Leaseholds; 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. Bol rowe shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the Dy-laws and regulations of the condominium or planned unit development, and constituent documents.
- Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mr. (1939e, 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 attorneys' fees, and take such action as is necessary to protect Leiloy'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 Lender 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 Lender 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 thereof, 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 lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 hereunder, 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 Assigne Bound; Joint and Several Liability; Co-signers. 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 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, grant 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

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12. Notice. Except for any er, (a), ny notice to Borrower provided for in this 12. Notice. Except for any notice required interior applicable late to be presented to be proved a provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mall 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 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 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

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. 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.

Transfer of Property. If all or any part of the Property or an interest therein 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 which does not relate to a transfer of rights of occupancy in the property. (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 12 hereof. Such

notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies

permitted by paragraph 17 hereof.

State of Illinois

County of

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a partnership.

by

._.. day of

____, on behalf of

Acceleration, Reinedies, Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note, including the covenants to pay when due any sums secured by this Mortgage or payable pursuant to the Note, 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 suct, preceding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title runorts

Assignment of Ren.s: Appointment of Receiver; Lender in Possession. As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided in a 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, in person, by agent or by judicially appointed receiver shall be entitled 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 Lender or 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account on v for mose rents actually received

19. Release, Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any

20. Interest Rate After Judgment, Borrower agains that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

No Merger. If the Lender acquires an additional or other interests in the Property then, unless a contrary intent is manifested by the Lender as evidenced by an express statement to that effect in an apportage recorded document, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

Execution by Trustee. If this Mortgage is executed by a Borrower which is a trustee, then this Mortgage is executed by the Borrower not personally but as trustee in the exercise of the power and authority conferred upon and vested in it as trustee (and Borrower hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note shall be possesses full power and authority to execute this instrument), and it is e-picts y different and agreed that realized the restriction of the trustee personally to pay the Nic e or any interest that may accrue thereon, or any indebtedness accruing hereinafter, or to perform any covenant either express or implied herein, all si ch l'ability, if any, being expressly disclaimed and waived by the trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing heleur do shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of the quarantor, if any,

REQUEST FOR NOTICE OF DEFAULT AND FURECUOSURE

UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST Borrower and Lender request the holder of any mortgage, deed of trust or other encumbratics 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 encumbrances and of any sale or other foreclosure action 89449766 IN WITNESS WHEREOF, executed this Mortgage Witness Lillie Bailey Barrower I hereby certify that the precise address of the Lender (Mortgagee) is: 200 Jenkintown Commons, Jenkintown, Pennsylvania 19046 d∕ent On behalf of the Lender, By: Theodore Kapnek III Title: ACKNOWLEDGEMENT BY INDIVIDUAL The foregoing instrument was acknowledged before me State of Illinois this 24t heav of September SS 19 86 Notary 5 iblio County of County My commission expires ACKNOWLEDGEMENT BY CORPORATION OR BANK The foregoing instrument was acknowledged before me State of Illinois acting in the capacity SS this __ day of Notary Public County of by ______ __ on behall of , _ of a corporation/bank County My commission expires: .. ACKNOWLEDGEMENT BY PARTNERSHIP The foregoing instrument was acknowledged before me

19 _ acting in the capacity

Notary Public

My commission expires:

County

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"EXHIBIT"

IN FREDERICA
SUBDIVISION OF

15 TOWNSHIP 37 NOA
NA, LYING WEST AND ADJA
IN COOK COUNTY, ILLINOIS

PIN 2515-210-030.

AKA 570 2.104 PL.

CHGO. IL

DEPT-01 REAL
1 #4944 TRON A.
1 #993 # D #1 COOK COUNTY RECON LOT 1530 IN FREDERICK H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 3, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/4 OF SECTION 15 TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST AND ADJOINING THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY IN COOK COUNTY, ILLINOIS.

\$12.25 T#4444 TRAN 0042 10/01/86 15:17:00 #983 # D *-B&-449766

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