MORTGAGE

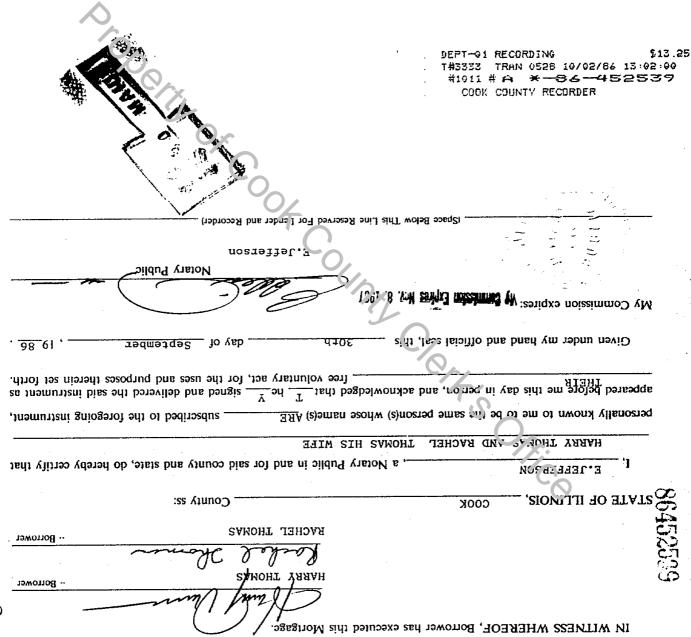
86452539

☑ IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is	made this 30t	may hi ocpeciment	19	86
between the Mortgagor, H	ARRY THOMAS AND R	ACHEL THOMAS HIS WIF		
HOUSEHOLD F	(herein "Bo INANCE CORPORATIO	rrower"), and the Mortgag		on organized and
existing under the laws o	f DELAWARE	, whose address is 133	0 W. 127th Street	on organized and
Calumet Pari			n "Lender").	
The following paragrap	h preceded by a checke	ed box is applicable:		
☐ WHEREAS, Borres	ver is indebted to Lend	er in the principal sum of t	J.S. \$ <u>xxxxxxxxxxx</u>	
which indebtedness is evide	area of including there	an Repayment and Security pursuant to any Renegotiable	Agreement dated	"Note" providing
for monthly installments of	principal and interest a	t the rate specified in the N	ote (herein "contract rat	e") (including any
adjustments to the amount	of paymen or the conti	ract rate if that rate is varia	ble) and other charges pa	ayable at Lenders
address stated above, with	the balance of the indef	btedness, if not sooner paid,	, due and payable onxx	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
☑ WHEREAS, Borrow	ver is indebted to Lend	er in the principal sum of \$	35000.00	, or so must
thereof as may be advanced	I pursuant to Eq. (*).ver	's Revolving Loan Agreeme	nt dated <u>9/30/86</u>	an
extensions and renewals the initial advance of \$ 11.00	reor (nerein "Note"), 5.	eviding for a credit limit o	\$33,000.00	and and
•		· · · · · · · · · · · · · · · · · · ·		
TO SECURE to Lende	r the repayment of the	indebtedness, including any (including any adjustments	future advances, evider	iced by the Note,
with interest thereon at the rate if that rate is variable) a	applicable contract rate and other charges: the pa	yment a all other sums, with	to the amount of payme h interest thereon, advan	nt or the contract ced in accordance
herewith to protect the secur	ity of this Mortgage; and	d the performance of the cov	enants and agreements o	f Borrower herein
contained, Borrower does h	ereby mortgage, grant a	and convey to Lender the fo	ollowing described prope	rty located in the
County ofCoor				, State of Illinois:
		*Ox		•
TOW SO THE				
CHICAGO IN A	HUCK Z IN MCIN	TOSH BROS. STATE F SECTION 33, TOV	SIPET ADDITIO	N TO
RANGE 14. E	AST OF THE THI	RD PRINCIPAL MER	IDIAN, IN COOK	CONTINUE
ILLINOIS.				COONII,
	PERMA	TOSH BROS. STATE F SECTION 33, TOV RD PRINCIPAL MERI NENT PARCEL# 20-3	33-205-019 W	7.5
				C
				10-
				S
which has the address of	7943 S. LaSallo	3	Chgo	
60600	(Street)		(City)	
Ilinois 60620 (Zip Code)		(herein "Property Address"	") and is the Borrower's	address.
(Zip Code)				
TOGETHER with all the	improvements now or h	ereafter crected on the proper	rty and all eacements rich	ite annuetenances
and rents, all of which shall	be deemed to be and re	main a part of the property	covered by this Mortga	ge; and all of the

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 leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is 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 demands, subject to encumbrances of record.



UNOFFICIAL COPY

Federal law.

to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

UNOFFICIAL COPY,

11. Successors and Assigns 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.

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 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 Conv. 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 Lean Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other ioan 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 he re against parties who supply labor, materials or services in connection with improvements

made to the Property.

16. Transfer of the Property. "Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrar ce subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) 'he grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Porrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a bine iclary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition classified in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender nat declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to ac elerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a puriod of not less than 30 days from the date the notice is mailed or delivered 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.
NON-UNIFORM COVENANTS. 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 Mortgage, including the covenants to pay when are any sums secured by this Mortgage, Lender prior to acceleration shall give notice 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 Late 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 default or any other defense of Borrower to acceleration and for closure. 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 attorneys' fees and costs of documentary evidence, abstracts 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 begun 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 reasonable 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 Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration

had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment

of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 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.

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 applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy

interest in the Property

due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest at Variable Rates. This mortgage secures all payments of principal and interest

the Mote. Borrowers shall promptly pay when due all amounts required by the Mote.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Mote, until the Mote is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development "sessessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of the yearly taxes and sessessments.

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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments of Funds to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or an institution of Lender of Lender.

or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds 'Lender shall not be required to pay Borrower any interest or earnings on the Funds are pledged as additional security 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 Funds held by Lender, together with the future monthly installments of Funds payable prior to the dates of the dates of the funds payable prior to the dates of the funds held by Lender, together with the future monthly installments of Funds payable prior to the dates of th to pay said taxes, assessments, insurance premiums 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 Funds shall be paid to Borrower, and unless such agreement is made of execution of this Mortgage that interest on the Funds shall be baid to borrower, and unless such agreement is made of execution of this Mortgage that interest on the Funds shall be by said to pay Portower, and unless such agreement is made or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds

by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower the due dates of ta.e., accessments, insurance premiums and ground rents, shall 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's option, either promptly repaid to Borrower's options, in the Funds held promptly repaid to Borrower's options, in the Funds held by I apply the family in the fami

by Lender sharmer in tull of sil so, its escasarients, insulative premiures and ground refuse as they fain due, borrower shall pay to Lender any amount recessary to make up the clinication or more payments as Lender may require. Upon payment in tull of sil so, its ecuted by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender shall promptly refund to Borrower any funds held by Lender shall apply, no later than immediately price. The sale of the Property or its acquisition by Lender, any Funds held by Lender shall at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. All pryme its received by Lender under the Mortgage.

3. Application of Payments. All pryme its received by Lender under the Branch I and 2 hereof shall be applied by Lender first in payment of any units reyable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

and then to the principal.

or ground rents, if any. 4. Prior Mortgages and Deed of Trust; Carress; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement which has priority over this Mortgage, including Borrower's covenants on make payments when due. Borrower shall any or cause to be paid all taxes, assessments and other charges, covenants on make payments and other charges, fines and impositions attributable to the Property which r.a.; attain a priority over this Mortgage, and leasehold payments fines and impositions attributable to the Property which r.a.; attain a priority over this Mortgage, and leasehold payments

that such approval shall not be unreasonably withheld. All insurance pane as and renewals thereof shall be in a form acceptable 5. Has std lites, hazard large and tree from "extender a now existing or hereafter erected on the Property insured against loss the hazard sincluded within the term "extender" coverage", and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, The insurance carrier providing the insurance carrier providing the insurance carrier provided.

to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall the recent with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender 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 Lindar 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 retair of the Property or to the sums secured by this Montgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Carl Developments. Borrower shall be preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Carl Developments and the property and the property of the p

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Morrgage, planned unit development, and constituent documents. 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 centaning or covenants or governing the condominium or planned unit development, the by-laws and regulations of the condominium or creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or keep the Property in good repair and shall not commit waste or permit impairment or determination of the Property and

or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at feeds, 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 Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph?, with interest thereon, at the contract rate, shall become

additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, this paragraph? The shall be payable upon notice from Lender to Borrower requesting payment thereof. Mothing contained in this paragraph? That Lender shall be 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 inspection, the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation. The proceeds of any award or claim 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 aums 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 operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not operate to release, in any manner, the liability of the original borrower is successors in interest. Lender shall not present to release, in any manner, the liability of the original borrower is not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modific

amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify