CENTRAL AUSTIN N.H.S....

This mortgage is being re-recorded to correct an error on the due date, JANUARY 1st, 1997 is wrong. The correct due date is FEBRUARY 1, 1992.

86027528

. 757. North. Central .Avenue. (Address)

MORTGAGE

ALSO, TO	CORRECT	LEGAL	DESCR	IPTION

THIS MORTGAGE is made this. lst day of February. 19. 85, between the Mortgagor, Amy L. Mothershed and Erma J. Mothershed, as joint tenants. (herein "Borrower"), and the Mortgagee, Neighborhood Housing. Services of Chicago, Inc. As corporation organized and existing under the laws of Lllinois. whose address is 123 North Jefferson street 4th FloorChicago, IL 60606. (herein "Lender").
WHEREAS. Borrower is indebted to Lender in the principal sum of U.S.\$.7,000.00. which indebtedress is evidenced by Borrower's note dated . February. 1s.t., .1985 and extensions and renewals thereof (hereir, 'Note'), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid and and payable on 1310 1917. February 1, 1992
To Secure to London the repayment of the indebtedness evidenced by the Note, with interest thereon; 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 cave and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

Illinois: feet at Lot 121 in Austin's Addition to Austinville, a subdivision of the East 15 acres of the Northeast 1 of Section 8, Township 39 North, Range 13, in Cook County, Illinois, commonly known as 5836 West Superior

The East 30 feet of Lot 12? on Block eleven (11) in Austin's Addition to Austinville, a Subdivision of the East Fifteen (15) Acres of the Northwest Quarter (1) of the Northwest Quarter (1) in Section 8, Township 39 North, Range 13, East of the Third Principal Meridian.

COOK COUNTY, ILLING FILED FOR RECORD

1985 FEB 21 PM 2: 45

TAX NO: 16-08-201-015-0000 5836 West Superior Street which has the address of [Street] [City] (herein "Property Address"); [Zip Code]

TOGETHER with all the improvements now or hereafter creeted 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.

ILLINOIS-HOME IMPROVEMENT-1/80-FINAL/FILMC UNIFORM INSTRUMENT

any condemnation or other taking of the Property, or part thereo, or for conveyance in field of condemnations are hereby assigned and shall be paid to Lender 18 from 19 from der sintemest in the Property rejeited 10 Lender's interest in the Property. Establed that fought that Soutower insite pelot to any inspection specifying reasonable cause therefor them Lander may make or cause to be made reasonable entries upon and inspections of the or series of payment, such strooms shall be payable μορο actoo from sender to Borrower requesting payment. **

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At Shifting contained in a shifting conta Second additional indeptedribus of Berrower secured by this Mortgage. Unites Borrower and Lender agree to other Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall Borrower's land Lenter's willien agreement or applicable law : Echilis). A dilm aenabropos, mi setarifmest constrain frouz reinteringen entres quis litrit recent in sementerin recent intering insurance as a condition of making the loan secured by this Morrage. Borrower shall pay the premiums required to ressonable efformeys flees, and take such settion as is necessary to protect Lender's interest. If Lender required mortgage out at Lender's option, upon notice to Rorrower may make such appearances; disburse such sums; including Metal Seal for it any action of proceeding in commerced which make then affects Lander's interest on the Property, then 7. Protection of Londer's Security. If Borrower fails to perform the coveniants and agreements contained in this cof the condominium of planned unit development: and constituent documents. declaration of covenants creating of governing the condominium or planned unit development, the by-laws and regula-The solution of a planned british development Borrower Ishall partorn all of Borrower and the minimistration of the solution o tower shall keep the Property in good sugain and chall not commit waste or permit impainment or deterioration of the work shall know the bear of the branch 6. Preservation and Maintenance of Property; Lesseholds; Condominiums; Planned & all Developments. Bormenned out the saint was being by the same produced by the same of the saint with the saint saint and the bouncar. Priode de le contrat apply the insurance proceeds at Lender a option dither to restorat and apply the insurance proceeds at Lender a option of repair of the Priories of the P district by Lender to Borrower that the unaurance carrier offers to settle a citim to or bender to bender the proof of loss if not made prompily by Borrower, or it Borrower fails to respond to Leg der within 30 days from the date ju ipe excur of fore Bottoner sprij End bimby bence to the justice failer such conder his make of other security agreement with a length of the particular were this because of the particular of the Lender mealthave the right in hold the polities and ranewalk themselves the services in any morigage, deed of trust socepiable to Lender and shall include a standard morigage clause it lar or of and in a form acceptable to Lender. that such approval shall not be unreasonably withheld. All insurance pour es and runewals thereof shall be in a form The insurance carrier providing the insurance shift becomes to rower subject to approval by Lender; provided. insured egainst four loy fluc, hexards included within the tent; seded coyerage); and such other hazards as Lender any equire and in such another hazards as Lender and in the tent (12) Velic (12) Velic (13) and in such another hazards as Lender and the respective state of the state of the state of the state of the property Morigage, and leasehold payments or ground rents, it any sessiaments and other charges, there and impositions at a table to the Property which may attain a priority over this Bostower under paragraph 2 hereof, then to interest payable on the Mote, and then to the principal of the Mote and Francis of Bostower's obligations & Prior Mortgages and Doods of Irest or other security against a lion which has priority over this Mortgage. held by Lender at the time of application as a credit against the sums secured by this Mortgage.

2. Application of Payments. Unless a plicable law provides of fragment of amounts payable to Lender under the More paragraphs. I and 2 hereof shall a lend by Lender by Lender first in payment of amounts payable to Lender by der shall apply, no later than ima. o' ately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender Minnder paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Upon payment in full of all s. m. secured by this Mortgage, Lender shall promptly refund to Borrower any Funds stimps: year reduite they fall due. Borrower shall ny to Lender any amount necessary to make up the deficiency in one or more payments as the Funds hold by Lent." shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as elibes promptly repeit to Borrower or credited to Borrower on monthly installments of Funds. If the amount of sassamments, "a" armos premiums and ground renas as they fall duc, such excess shall be, at Borrower's option. the due dates of tax & creesments, insurance promitting and ground rema, shall exceed the amount required to pay said If the amout (1.) the Punds held by Lendor, together with the future monthly installments of Punds payable prior to the Funds show 'g credits and debits to the Funds and the perpose for which each debit to the Funds was made. The Funds are piec o. ' -s additional security for the sums secured by the Mortgage. Bostower any interest or carnings on the Funds. Lender shall give to Borrower, without charge, an annual secondaring of uniess such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, borrower, and Landys Borrower interest on the Funds shall be paid to Borrower, and Landys agree in writing at the time of execution of this Mortgage that interest on the Funds shall not be required to pay pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender and applying the Funds analyzing said account or verifying and compiling said assessments and bills, unless Lender C the Funds to pay said taxes, assessments, disturance president and ground reach, lender may not charge for so holding the Funds to pay said taxes, assessments, disturance presidents and ground reach, lender may not charge for so holding deed of trust it sade holder is an institutional lender. The Pinds shall be held in an institution the deposits or sessounts of which are Borrover pays Pays to Lender the Funds shall be held if Lender is such as helders! Or state agency (including Lender if Lender is such as the holders of a Pederal or state agency (including Lender if Lender is an institution). such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Property . If eny plus one-twelfs of yearly premium installments for hazard insurance, plus, one-twelfs to thus, by a reasonably estimated insurance. Plus, one-twelfs of yearly premium installments for make leady plus one-twelfs of yearly premium insurance in the last of plus, one-twelfs of yearly premium insurance. It say at the last one configured to the premium insurance in the last one twelfs of yearly premium insurance. Thus, one-twelfs of yearly premium insurance insurance plus, one-twelfs of yearly premium insurance in the premium in Manned unit development assessments, if any) which may attain priority over this Mortgage, and ground cents on the in fall, a sum (necesta "Funda") equal to one twelfin of the yearly takes and assessments time unding condominium and on the day monthly payments of principal and interest are payable under the Note until the Mote, Mote, is paid 1. Proposed of Trinologia and Interest. Borrower shall promptly pay when due the principal and interest transfer the fine for the first first for the principal and interest transfer for the principal and interest transfer for the first first for the principal and interest transfer for Serollol 22 2012a bna Jagrayde and Pandel Coverant and Seroes 21 follows:

- 10. Borrower No Release I; Foro arat ce By Lender, by Liwaiver. Extending 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 the 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 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 forcin, 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 dremed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing 1 aw; 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 of er 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.
- 15. Rehabilitation Loan Agreemen. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and delive. 19 Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may new against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property. If Borrower sells of transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage. (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferce as if a new loan were being made to the transferce. Be crewer will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, lender may declare all of 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 police shall provide a period 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 following

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Bor ower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any turns 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 dat: 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 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 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 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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(alsony collect - (Space Balan This time Reserved for Landin and Recorder) Addressed to the row of the Property Relatives on a such other white is a choose of 1000 de control of the Cont as provided herein and talance makes to bender that be given by service and tarffff stank of 0.01\ST\860FeFFE1806 such achieve see bender may designate by notes to boxesses as grandical bender to be vided for in this 112 Mortgager shall be deemed for how been given to florrower of Leader when a given his the manner dish nated herein. 43. Congrating Laws Reversibility The state and force have counterforce this aforeging abilities effections of derisdiction in which the Property is becaused. The foregoing sentence shall not limit the by our authin of Federal law results (margage to five results) and the policipal law of this Moregoes in the More cor it, is with applicable law. similies shallong affect other proceedures this Mortgage or the Mus which can be on a lifet without the conflict. 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The receiver shall be liable to "the production and the product paragraph, I beroof as abundonment of the Property and to be spirited to have been seed to be spirited to the costs of the Property and collection of cents, other positions of the costs of the Property and collection of cents, otherwise, of the Property and collection of cents, otherwise, of the Property and collection of cents, otherwise, of the Property and the property and collection of cents, otherwise, of the Property and collection, of the control of the property and collection of cents, otherwise, of the property and collection of cents, otherwise, of the property and collection of cents, otherwise, of the control of the cents of the ce