UNOFFICIAL

MORTGAGE

86251855

THIS MORTGAGE is made this 3rd day of June 19 86, between the Mortgagor, Vernell F. Slaughter Also Known as Vernell Fleming* (herein "Borrower"), and the Mortgage, Apex National Mortgage Corp. a corporation organized and existing under the laws of Fennsylvania , whose address is 200 Jenkintown Commons, 19046 Jenkintown, Pennsylvania (herein "Lender").

WHIRZAS, Borrower is indebted to Lender in the principal sum of \$' 11,000.00 , which indebtedness is evidenced by Borrower's note dated June 3, 1986 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the injectedness, if not sooner paid, due and payable on June 2, 1996

TO SECURE to Lende: the repayment of the indebtedness evidenced by the Noce, with interest thereon; the payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coverants and agreements of Borrower herein contained, Borrowir does hereby mortgage, grant, convey and warrant to Lender the following described property located in the County of Cook of Illinois, hereby releasing and warring all rights under and by virtue of the homestead exemption Ins of this State:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF * Slaughter and Melbert Skillern Slaughter, his wife, Also Known as Melbert Skillern Slaughter

-APEX MEXICUST MOM CUTT 200 JENKINDOWN CUMPUNS Junkintown, Pennsylvania.

. DEPT-01 RECORDING

\$19,40

T#4444 TRAN 0339 06/20/86 09:24:00 #344 # D *-86-251855 COOK COUNTY RECORDER

Permanent Real Estate Tax Numbers:

20-25-422-029

THIS CUSTRUMENT PREPARED BY:

SOLOHON, ROSENESLO, ELLIOTT & STIEFEL, LTD. 30 North LaSalle Street, Suite 2700 Chicago, Illinois 60602

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which has the address of 7330 South Oglesby, Chicago (Street) (City)

Illinois 60649 (herein "Property Address");

TOGETHER with all the improvements now or hereafter errorad on the property, and all easements, rights, appartunances and creats, all of which shall be deemed to be and remain a partitof 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 hereinalted referred to as the "Property."

BORROWER covenants that Borrower is lawfully seised of the estate herebytconveyed and has the right to mortgage, grant and conveyable 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Paymentiof Principal and Interest. Borrower shall promptly pay whemitdue the principal and interest indebtedness evidenced by themstore and late charges as provided in the Note.
- 2. Paymentiof Taxes. The Borrower shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed ow which may be assessed against the Property or any part theoret, without any deduction or abalement, when due and shall produce to the Lender upon its request receipts for the payment othereof in full.
- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note or this Montgage may be applied by Lender first in payment of any amounts payable by Borrower under paragraphs 2 and 5 hereof, and shall then be applied to increase payable on the Note, and then to the principal of the Note.
- 4. Prior Martgages and Deeds of Trust: Charges: Liens. Burrawer shall perform all of Borrawer's obliquations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including.

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Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter 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 or policies 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 ranewals thereof shall be in a form acceptable 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 Mortgage.

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 Lender within thirty (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 repair of the Property or to the sums secured by this Morrgage.

6. Preservation and Maintenance of Property: Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the property in good repair and shall not commit wasts or permit impairment or detectoration of the Property and shall comply with the provisions of any lease if this Morragage is on a leasehold. If this Morragage is on a unit in a conduminium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants

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creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Morzgage, or if any action or proceeding is commenced which materially affects Lender's incerest in the Property, then Lendar, at Lender's option, upon notice to Borrower, may make such appearances, dispurse such sums, including reasonable attorn(y)' fees, and take such action as is necessary to occess (ander's interest. If Lander 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 rhereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Landor, subject to the terms of any moregage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- Borrower Not Released; Forbearance By Lender Not a Maiver. Extension of the time for payment or modification of amortication of the sums secured by this Mortgage granted by Lander 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

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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 Longer 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.

- Successors and Assigns Bound; Joint and Several tiab Tity; Co-signers. The covenants and agreements herein conceined shall bind, and the rights hereunder shall inure to, the resourcive 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 parsonally 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 incarest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another macher. (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by cartified 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 dorrower 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 amplicability 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 consilies shall not affect other provisions of this Mortgage or the Mote enten can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and

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the Note are declared to be severable. As used herein, "cosca", "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 Morrgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which oursever 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 have against parties who supply labol, materials or services in connection with improvements made to the Property.
- 16. 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 of 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 dearn of a joint tenant or (d) the grant of any lessehold 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 Sorrower 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 accide 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.

17. Advaloration: Remedies. Upon Borrower's breach of any doverant of agreement of Borrower in this Mortgage or the Mora, including the dovenants to pay when due any sums secured by this Mortgage or payable pursuant to the Note, Lender, at Center's upoton, 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.

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Conder 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. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereby or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Soon 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 attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually reseived.

- 19. Release. Upon payment or all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, it any.
- 20. Interest Rate After Judgment. Bor ower agrees that the interest rate payable after a judgment is entered on the Nore or in an action of mortgage foreclosure shall be the rate stated in the Note.
- 21. No Merger. If the Lender acquires an additional or other interests in the Property then, unless a contrast intent is manifested by the Lender as evidenced by an express statement to that effect in an appropriate 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.
- 23. 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 executed of the power and authority conferred upon and vestuain it as trustee (and the Borrower hereby warrants that it

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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 construed as creating any liability on or of the trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness account hereinafter, or to perform any covenant either express or implied herein, all such liability, if any, being expressly disclaimed and waived by the trustee and by every person now or hereafter claiming any right or security herounder, and that so far as the trustee personally is concerned, the legal holder or holders of the Note and the owner of owners of any indebtedness accruing hersunder 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 guarantor, if any.

RIDUEST FOR NOTICE OF DEFAULT AND CORFULISURE UNDER SUPERIOR MORTUGES OR DEEDS OF TRUST

gorrower and Lender request the holder of any mortgage, deed of trust or other encumrance 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 encumbrance and of any sale or other foreclosure action.

IN WITHESS WHEREOF, Sorro	wer has executed this Mortgage.
. a'	Wenell (Coin Stantitut)
Witness:	Also Known as Vorneld Fleming Slaughter
Mary Matyga	Venellalinghing
	Vernell F. Slaughter Forrower
	Mylley Clauster
	Melbert Slaughter Borrower

I hereby destify that the precise address of the Lender (Mostaties) is: 200 Jenkintown Commons, Jenkintown, Pannaytvanta 19016.

On senali of the Lander, By: Theodore Kapnek III Title: Executive Vice President

Also Known as Melbert Skillern Slaughter

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ACMNOWLEDGEMENT BY INDIVIDUAL

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State of Illinois)	SS
County of Cook)	
The foregoing in: 3rd day of June	scrument was acknowledged before me this
	Mun Matigar- Notary Public County My commission expires: 5-5-90
	DOGEMENT BY CORPORATION OR BANK
State of Illinois ()	59
County of	
	strument was acknowledged before me this
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o €	a corporation/bank.
	My commission expires:
' ACYNO	ONCEDORMENT BY PARTNERSHIP
Chana at Allinia 1	SS
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day of	19 by
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	Moerel Sapric
	County
	My commission expires:



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EXHIBIT "A"

Parcel One:

20-25-219-022. DM.

The North 1/2 of Lot 1 in the Subdivision of Lots 16 and 17 and that part of Lot 18 Lying West of Oglesby Avenue in Block 5 in Stave and Klemm's Subdivision of the North East 1/4 of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Also Parcel Two:

The South 21 Peet of the East 3/4 of Lot 4 (Execept the 8 Feet East of and Adjoining the West 33 Feet of Lot 4 Aforesaid Conveyed by Helen L. Bissel to The City of Chicago for Purposes of a Public Alley by Warranty Deed Dated April 1, 1891 as Document 1453566) and the South 25 Feet of the West 1/2 of Lot 3 (Except the East 33 Feet Thereof Taken for Oglesby Avenue) All in Block 5 in Stave and Klemm's Subdivision of The North East 1/4 of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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