## UNOFFICIAL This instrument was part of the street and er. Inc. vas prepared by: Carla Smith

.The . Mortgage . People (Name)

10730 South Cicero Avenue Oak Lawn, (Address) Illinois 60453

## MORTGAGE

## 86295746

| THIS MORTGAGE (hereinafter at times called the "Security Instrument") is made this day of  |
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| Jimmie, Lee, Johnson, and, Katie, M., Johnson, his, wife   |
| laws of the state of Virginia whose address is 4235 Innslake Drive, Glen Allen, Virginia 23060   |
| whose address is   |
| WHEREAS, Borrower is indebted to Lender in the amount of U.S. \$ .13981.20 which indebtedness is evidenced by Borrower's note dated June .27, .1986  |
| To Secure to Leage, 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 covenings and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the folic wir g described property located in the County of  |
| Lot 198 in Englewood on the Hill Third Addition, a   |
| Subdivision of that part of the West 1/2 of the Southwest 4  |
| of Section 19, Township 38 North, Range 14 East of the Third<br>Principal Meridian, in Cook County, Illinois.  |
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| COOK COUNTY RECORDER   |
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| 6928 South Onkley Avenue Chicago   |
| which has the address of   |
| Illinois   |
| 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. Somewer covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

ILLINOIS IL 2-1 Rev-3

SECOND

Loan # 428-80-0616

1300

ereby essigned and shall be paid to Landay solvicer of the critical into the profit of this Mongage. ft or other security agreeany condemnation or other taking of the Property, or part thereof, or for conveyance in iteu of condemnation, are mention, The proceeds of any award or claim for damages, direct or consequential, in connection with related to Lender's interest in the Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor Lender may make or cause to be made reasonable entries upon and inspections of the Property, Nething contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. terms of payment, such emounts shall be payable upon notice from Lender to Borrower requesting payment thereof. become additional indebtodness of Borrower secured by this Mortgage. Uniess Borrower and Lender agree to other Any minousits disbursed by Lender pursuant to this paragraph 7, with interest theroon, at the Note rate, shall Bostower's and Lender's written agreement or applicable law. with some process of the statement of the second statement of the second maintance as wcondition of mailing the loan secured by this Mortgage, Borrower shall pay the premiums required to

solutional security for the sums secured by this Mortgage. ing smalls and debits to the Funds and the purpose for which each debit to the Funds was made. The Without charge, on the Punds. Lender shall give to Borrower, without charge, an annual accounting of is made or applicable law requires such interest to be paid, Lender shall not be required to pay he is writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and west on the Pands and applicable law permits Lender to make such a charge, Borrower and Lender spiring the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender to bey said taxes, assessments, insurance premiums and ground rents, Lender may not charge for so holding test by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply or pays Pands to Londer, the Funds shall be held in an institution the deposits or accounts of which are

as payments of Funds to Landor to the extent that Borrower makes such payments to the holder of a prior mortgage or ron the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make

d by the Note and late charges as provided in the Note.

DINFORM COVENAUTS. Borrower and Lender covenant and agree as follows:

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s' unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the

se the day monthly payments of principal and interest are payable under the Note, until the Note is paid

The plus one-twelfth of yearly premium installments for hazard instrance, plus one-twelfth of yearly the premium in the form the case of initially and from time to time by the continuous for mortgage insurance, if any, all as reasonably estimated initially and from time to time by the continuous for mortgage insurance.

Tunds ') equal to one-twelth of the yearly taxes and assessments (including condominium and

man interest. Borrower shall promptly pay when due the principal and interest

names. Subject to applicable law or a written waiver by Leader, Boxpower shall gage

with the dest portoner small poly to Lender any amount necessary to make up the deficiency in one or more payments as in held by Lon let shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as compily report to Borrower or credited to Borrower on monthly installments of Funds, if the amount of ste to mance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, sements, insurance premiums and ground rents, shall exceed the amount required to pay said the date dates of the sal the Funds hold by Lender, together with the future monthly installments of Funds payable prior to

it under paragre on 17 hereof the Property is sold or the Property is otherwise acquired by Lender. me in full of all or all secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

der at the time of application at a credit against the sums secured by this Mortgage. sher shall apply, no later than immed arely prior to the sale of the Property or its acquisition by Lender, any Funds

es under peragraph 2 hereof, then to inter at payable on the Note, and then to the principal of the Note. Wore and paragraphs 1 and 2 hereof shall be caplied by Lender first in payment of amounts payable to Lender by a of Payments. Union ap bloable law provides otherwise, all payments received by Lender under

the said other charges, fines and impositions art ib table to the Property which may attain a priority over this Sections of the contract of other security afterness with a lien which has priority over this Morrgage. Sections to cause to be paid all taxes. and Deeds of Trust Co. gest Liens. Borrower shall perform all of Borrower's obligations

the and in such amounts and for such periods as Lender r.a. require. seather loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender ps, and leasthold payments or ground rents, if any.

in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make or other security agreement with a tien which has priority over this Mortgage. Lander shall stave the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust regie to Lender and shall include a standard morrgage clause in tavo. of and in a form acceptable to Lender. was shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form The insurance carrier providing the insurance shall be chosen by a rr twer subject to approval by Lender; provided,

signation of the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date of before it not made promptly by Borrower.

or to the states secured by this Mortgage. sutherfield to collect and apply the insurance proceeds at Lender's option either to restoration of the Property This is a claim to be to be the the insurance carrier offers to settle a claim for his grance benefits. Lender is

tions of the condominium or planned unit development, and constituent documents. declaration or coverants creating or governing the condominium or planned unit development, the by-laws and regulaindum or a plantact development, Borrower shall perform all of Borrower's oblightions under the Processes and shall somply with the provisions of any lease if this Mongage is on a leasehold. If this Mongage is on a unit statistically the freperty in good repair and shall not commit waste or permit impairment or deterioration of the nos et Property; Lessebelde; Condominiums; Planned Un i Dovelopments. Borenial (ban nelis

responsible atherest. Interest and take such action as is necessary to protect Lender's interest. If Lender required mortgage the company oping apon notice to Borrower, may make such appearances, disburse such sums, including wiff any action of proceeding is commenced which materially affects Lender's interest in the Property, then Metamon's Securety. If Borrower falls to perform the covenants and agreements contained in this

- 10. Borrower Not Released; i broad a celly Lender Net, Vilver, Extention 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 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. Ind (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address re Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be derived 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 Emperty 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 Copy. Borrower sha's be furnished a conformed copy of the Note and of this Mortgage 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 agreen en, 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 have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. 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's 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree a follows:

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upca Porrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifyings (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date 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 'un'a' all 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 is 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 incurred after default and upon referral to an attorney not a salaried employee of Lender 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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