## RINOESFICE MOROPER 87361519

THIS MORTGAGE is made this \_\_\_\_\_\_ floth\_\_\_ day of \_\_\_\_\_\_ une Mortoacor Charlie Parham and Laura Parham, his wife Personal Finance Personal Finance \_, a corporation organized and existing under the laws of the State of Company whose address is 201 W. Joe Orr Rd., Chicago Heights, 11 50411 DELAWARE (herein "Lender"). WHEREAS, BORROWER is indebted to Lender in the principal sum of Eleven thousand two hundred four dollars and 54/100 \_\_Dollars, which indebtedness is evidenced by Borrower's note dated June ]9; [987 \_ (herein "Note"), providing for monthly installments of principal and interest, with the balance June19, 1991 of the indebtedness, if not sooner paid, due and payable on \_ To Secure to Lender 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, future advances, and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender \_, State of | | | linois Cook the following described property located in the County of \_

DWELLING: 1203 Washington, Chicago Heights, IL 60411 TAX IDENTIFICATION (UDBER: 32-21-112-001/002 LEGAL DESCRIPTION: The Northeasterly 1/2 of Lot 46 and all of Lot

The Northeasterly 1/2 of Lot 46 and all of Lot 47 in Block 3 in Resubdivision of part of Lots 1 and 3 in Block 240 in Chicago Heights in Sections 16 and 21, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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Together with all the improvements now or ver after erected on the property and all rents and all fixtures now or hereafter dattached to the property, all of which, including replacimints and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, coether with said property are herein 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, that the Property is unencumbered, and the Burrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easimerits or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender coveriant and agree as follows:

1. Borrower shall promptly pay when due the principal of any interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note and the principal of and injerial on any future advances secured by this Mortgag

2. Unless applicable law provides otherwise, all payments received by ender under the Note and paragraph I hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any future advances.

3. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, by making payment, when due, directly to the ; ayee thereof.

4. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extened coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Porrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and trinewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender.

5. Borrower shall keep the Property in good repair and shall not commit waste or permit unpairment or deterioration of the

6. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects. Lender's interest in the Property, including, but not limited to, en inen, domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Levion's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall be future a trainer 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, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hercunder.

7. 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.

8. 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 shalf be paid to Lender. Unless otherwise agreed by Lender in writing the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Unless Lender and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or post-

pone the due date of the monthly installments referred to in paragraph. I hereof or change the amount of such installments.

9. 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.

10. 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. He phocurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's remedy. The phocurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's remedy. Mortgage,

mustive to any other right or remedy under this Mortgage or 11. All remedies provided in this Mortgage are distinct and obtain

afforced by law or equity, and may be exercised concurrently, independently of soccessively.

12. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower.

13. Except for any notice excited under applicable law to be swin in a notice manage (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mailing dues 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, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. 14. This Mortgage shall be governed by the law of this state. 15. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after record ation hereof. 16. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (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 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cuted 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 attorney's fees, and costs of documentary evidence, abstracts and title reports. 17. Notwithstanding Lender's acceleration of the sums secured by this Mortgage 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 racedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's fees; and (d) 804rower takes such color 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. 18. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abondonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judical sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter or on, 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 only for those rents actually received. 19. Upon payment of all sums secreed by this Mortgage, Lender shall release this Mortgage without charge to Borrow Borrower shall pay all costs of recordation, if an /. 20. Borrower hereby waives all right of homestead exemption in the Property. IN WITNESS WHEREOF, Borrower has executed this Mortgage This instrument was prepared by: Lynn Mednausky HAME Chgo Hts. Joe Orr Rd., (ADDRES6) 8775 To a state of Jan 111 pro is 19278 6609h 78-I TEKNOWLEDGMENT COUNTY OF \_\_\_ Cook I, a Notary Public, in and for the said county in the state aforesaid do hereby ce viv that Charlie Parham and Laura Parham, his wife personally known to me to be the same person \_subscribed to the foregoing instrument appeared before me this day in person and acknowledged that  $\underline{thev}$ whose name(s) &X€ their own free and voluntary act for the uses and purposes therein set signed, sealed and delivered the said instrument as ... forth, including the release and waiver of the right of homestead. Given under my hand and Notarial Seal this 19th 1200E Chicago lleights O. Box Mashington Joc Heights Finance Orr 5 Company